

RESOLUTION B-14-021
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2013-2014

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2013-2014 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: COMMUNITY SERVICES
Fund: CHILDREN'S SERVICES TAX
Description: Transfers \$51,300 from reserves in the Children's Services Tax fund for the Family Partnership ACT Parenting Program. Emergency funding request received from the Family Partnership Center for continuing operations of the ACT Parenting Program. The Children's Services Advisory Board approved this request at their October 16, 2013 regular meeting.

Batch ID: BADU1107A

Reference: BU14000111

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 19th DAY OF November, 2013.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: Larry Busto

Chairman



ATTEST: R.B. SHORE, Clerk
of the Circuit Court

By: Chibi Jassner

Deputy Clerk

**AGREEMENT FOR
NON-PROFIT AGENCY SERVICES**

THIS AGREEMENT ("Agreement") is entered into by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Family Partnership Center a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2013.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged residents of Manatee County, Florida, to promote the general health, safety and welfare; and

WHEREAS, the Agency is a not for profit corporation organized under the laws of the State of Florida for the purpose of providing social support services to disadvantaged residents of Manatee County, Florida; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Agency to provide funding for the "Program" of services, as further defined herein, to be provided by the Agency to residents of Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Agency covenants and represents to County that Agency shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: CONTRACT DOCUMENTS. The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Program Description**
- Attachment "B" --- Payments**
- Attachment "C" --- Special Conditions**
- Attachment "D" --- Insurance Certificate**

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the Provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Agency shall be paid by County an amount not to exceed \$51,300 in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM. A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one year, commencing on October 1, 2013 and ending on September 30, 2014. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

B. This Agreement may be renewed by written amendment for one (1) additional term of one (1) year, for a maximum total two (2) years.

ARTICLE 5: TERMINATION. A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency's final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

C. In the event that this Agreement encompasses multiple programs (Attachment A1, A2 etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

**If mailed to Agency: FAMILY PARTNERSHIP CENTER
 ATTN: EXECUTIVE DIRECTOR
 602 3rd STREET EAST
 BRADENTON, FL 34208**

If by hand delivery: SAME AS ABOVE

**If mailed to County: MANATEE COUNTY COMMUNITY SERVICES DEPARTMENT
 ATTN: DIRECTOR
 P. O. BOX 1000
 BRADENTON, FL 34206**

**If by hand delivery: MANATEE COUNTY COMMUNITY SERVICES DEPARTMENT
 1112 MANATEE AVENUE WEST
 SUITE 303
 BRADENTON, FL 34205**

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Agency shall provide County's representative all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's Representative. Agency's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Agency shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least three (3) years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement, Agency shall submit an audited financial statement, not more than two years old, from an independent certified public accountant registered in the State of Florida. The submission of an audit by Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon audits provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement and if at any time County determines that the information submitted is not true and correct, County may immediately terminate this agreement and seek to recover any funds paid to Agency.

iv. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by Agency to County as requested.

B: PUBLIC RECORDS. By accepting award of this Agreement, Agency acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, Agency covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

D: LICENSES. Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County's Representative.

E: CONTRACTUAL LIABILITY. The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers, employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

F: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of Manatee County. Therefore, Agency agrees that the Program shall be provided by volunteers or employees of Agency, and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Agency's program.

G: NON-ASSIGNABILITY. Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

H: AGENCY'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

I: AGENCY'S DIRECTORS. Agency's paid staff shall not be a voting or elected member of the Agency's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Agency. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Community Services Department may serve on Agency's governing board.

J: OTHER OBLIGATIONS OF AGENCY.

i. Agency shall use its best efforts to attend and participate in meetings regarding County funding, as requested by the County's Representative.

ii. Agency shall maintain tax-exempt status under the Internal Revenue Code.

iii. The funds paid to Agency by County are not for the benefit of any individual but are provided to assist Agency in developing and maintaining a program of services deemed beneficial to the health, safety and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility and unit of service costs whether covering all or a portion of Agency's cost of providing the Programs, are provided to apportion payment to Agency and represent the minimum level of service Agency must provide during the term of this Agreement.

iv. Payment of County funds for this program is for the actual expenses associated with the Program. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third party sources. If Agency receives such revenues which then exceed the actual Program cost, Agency shall notify County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. Agency Bylaws shall be approved by the Agency's Board of Directors. County shall be provided with copies of Agency bylaws, and any amendments thereto.

vi. Unless otherwise notified in writing by the County's Representative, or designee, Agency shall enroll or update Agency's Program as a service resource in the following:

United Way 211 Manasota
Whole Child Project Manatee

vii. Agency shall maintain all Board of Director's minutes, and any referenced financial, staff and other committee reports, and shall make available upon request by County Representative.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Agency at the above listed address. Upon receipt of notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Agency attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Commercial general liability insurance shall be carried in an amount not less than \$1,000,000 aggregate.

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous

certificate has been provided. In the event a renewal or replacement certificate is not available Agency shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. Upon request by the County's Representative, Agency shall promptly provide County with copies of any underlying endorsements. County shall be under no obligation to pay agency for any services provided or for any costs associated with Agency's Program for any period of time not covered by the insured required under this Agreement.

Agency shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Agency shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Community Services Department or such other employee as may be designated in writing by the County Administrator shall serve as the County's representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County Administrator or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: CATASTROPHIC EVENTS. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other life cause beyond the reasonable control of the party obliged to perform.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Agency and any providers of promotional, advertising or other services, or goods, purchased by the Agency. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

ARTICLE 17: WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

ARTICLE 18: GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

ARTICLE 19: REMEDIES. Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

ARTICLE 20: ATTORNEYS FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

ARTICLE 21: EFFECTIVE DATE. This Agreement shall take effect as of the date set forth above.

ARTICLE 22: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, effective as of the date set forth above.

WITNESSES:

Sign Name: *Robin Rowland*

Print Name: ROBIN ROWLAND

Sign Name: *Pamela Hodge*

Print Name: Pamela Hodge

AGENCY

By: *Katrina Bellemare*

Print Name: Katrina Bellemare

Title: Executive Director

Phone Number: 941-756-3007

**ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT**

By: *Wicki Jessner*

DEPUTY CLERK

MANATEE COUNTY, FLORIDA

by and through its
Board of County Commissioners

By: *Larry Butte*

CHAIRMAN



Date of Execution: November 19, 2013

ATTACHMENT A

PROGRAM DESCRIPTION

**FAMILY PARTNERSHIP CENTER
ACT PARENTING PROGRAM**

- A. **SERVICE DESCRIPTION:** Agency shall provide group and in home parenting education services, hereinafter “Program,” for parents of children birth (0) through seventeen (17) years of age, where both parent and child are residents of Manatee County, hereinafter “Client.”

Parenting Educators (with minimum qualification of Bachelor’s degree) shall be assigned to each family and shall provide the following face-to-face services:

Intake/Assessment: Parent Educators shall perform an intake, assessment, and pre-test(s) to identify risk factors and parenting deficits to address during the program. **Documentation:** Case note with parent name, date, beginning and ending time, summary of intake and assessment, and the name and signature/initials of Parenting Specialist. The testing instrument and results shall be maintained in the client file and shall be made available to County representative upon request.

Parent Instruction/Coaching: Parent Educators shall teach foundational parenting principles utilizing research-based “Active Parenting, Parenting Now – Making Parenting a Pleasure” as the core program materials and curriculum. Instruction and coaching shall be performed in a mixture of parenting groups and individual sessions in the home setting. In home sessions shall provide customized individual instruction to reinforce group learning, personalized coaching, and observe and evaluate parent’s interactions with their children. The number of individual and/or group sessions shall be based on the family needs.

Documentation: Case note with parent name, session date, beginning and ending time, summary of group or in-home individual participation, and the name and signature/initials of program staff. Agency shall maintain group attendance sheets to include Program Name, Name of Parent Educator, session topic, session date, beginning and ending times of session, and Client name for group services provided through the Program for the term of this Agreement, and shall make them available upon request to County representative.

- B. **UNIT OF SERVICE:** A unit of service shall be defined as an hour of face-to-face service to a “Client.” Units of service may be billed at quarter hour increments and shall be rounded to the nearest quarter of an hour.

**ATTACHMENT B
PAYMENTS**

**FAMILY PARTNERSHIP CENTER
ACT PARENTING PROGRAM**

Agency shall be paid by the County an amount not to exceed \$51,300 for the program as specified below:

- 1) Agency shall provide 855 units of service, during the term of the Agreement. Agency shall be paid by the County in the amount of \$60.00 for each unit of service provided in accordance with Article 1, Attachment A and documented in accordance with Article 3, Attachment B, Section 3.
- 2) Agency shall be paid monthly for the actual number of units of service it has provided, however, the total of all such payments shall not, at any point in time, exceed the cumulative amounts listed below:

October	\$ 4,275	April	\$ 29,925
November	\$ 8,550	May	\$ 34,200
December	\$ 12,825	June	\$ 38,475
January	\$ 17,100	July	\$ 42,750
February	\$ 21,375	August	\$ 47,025
March	\$ 25,650	September	\$ 51,300

- 3) Agency shall submit all Requests for Payment, as described in Exhibit 1 to this Attachment, to the County by the 15th of each month.
- 4) Within fifteen (15) calendar days after expiration of the Agreement, the Agency shall render a final and complete Request for Payment. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen (15) day period.

**EXHIBIT 1
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PAYMENT**

NON-PROFIT AGENCIES

AGENCY: FAMILY PARTNERSHIP CENTER

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payment):

PROJECT-NUMBER: 104-0015002

PROGRAM: ACT PARENTING PROGRAM

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: REQUEST FOR PAYMENT

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$51,300	\$	\$

SECTION 2: CLIENT SERVICES

	(1)	(2)	(3)	(4)	(5)	(6)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$60.00	855				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Monthly Unit Tracking Form as approved by County Representative.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: _____ DATE: _____

(SUBMIT 1 ORIGINAL-SIGNATURE 2 PHOTO COPIES OF REPORT
WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

HSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

**FAMILY PARTNERSHIP CENTER
ACT PARENTING PROGRAM**

1. Agency shall provide by the 15th of each month one copy of the following information from the report period:
 - A. Anticipated difficulties meeting contractual requirements by the end of the contract year;
 - B. Changes in the Board of Director's composition; and
 - C. Changes in staff which differs from Agency's proposal for funding or has changed during the contract term. (Include staff vacancies or changes which affect the Program). Through this report Agency shall ensure that it has provided sufficient staff to conduct Program in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Agency.

2. Agency shall provide Program at the following locations and during the following hours:

Location:	Family Partnership Center, First United Methodist Church of Palmetto Client homes or other agreed upon location as necessary
Hours of Service:	Monday through Saturday, 8:00 a.m. – 8:00 p.m. or as needed.

3. Agency shall submit to the County's Representative a 'Program Quarterly Expenditure Report' presenting expenditures and revenues report for the Program through the Online Data Management (ODM) system. At a minimum the report shall provide quarterly and year-to-date revenue (by source) and expenditures (by line item). Such reports shall be submitted by the 30th of the month during each of the following months: January, April, July, and October.

4. Agency shall maintain a list of all client names and addresses served through this Agreement, and shall make such list available, if requested by the County's Representative. County's Representative has the authority to request client information for County's periodic reviews, site visits or annual monitoring. County's Representative shall have the authority to approve the final format of the list. Because the services provided by Agency are funded in whole or in part by the County, Agency agrees to require each client receiving services (or legal guardian of client where applicable) to execute an Acknowledgement and Consent to Release Records form. The form shall contain an acknowledgement of the client or guardian that he/she understands that the County's Representative may request access to any or all Agency records relating to the program and/or the delivery of services for the purposes of evaluating or monitoring the program or delivery of service to the client, and that he/she consents to the release of records for these purposes. The form shall also inform the client or guardian that to the extent records are provided to the County, same shall become public records and may be subject to any applicable state or federal exemptions, be inspected or copied by third persons. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use. County's Representative may waive this requirement for group educational and similar programs.

5. To facilitate the maximum amount of client privacy during any record review, the County's Representative shall endeavor to review records on site without taking custody of them. To the extent possible, Agency shall alert the County's Representative to information in records produced under this provision which it believes should be kept confidential under any applicable law or regulation. The Agency agrees to cooperate with County in asserting any records exemptions, and to this end will execute any agreements with the County as may be required under the federal Health Insurance Portability and Accountability Act (HIPAA) so as to permit transmission of Personal Health Information covered by that law. County's Representative may waive this requirement for group educational and similar programs.

6. Agency shall maintain program files and/or individual client files reflecting services provided. County's Representative shall have the option of reviewing the contents of the files.
7. Agency shall complete annual enrollment in County's Program Outcome Measurement (POM) Project upon commencement of this Agreement. County shall have the option to require agency staff training and/or conduct reviews with respect to compliance with the POM Project. Agency shall submit a 'Quarterly Outcomes Report' through the ODM system by the 30th of the month during each of the following months: January, April, July, and October.
8. Agency agrees to pursue additional funding options during the term of this Agreement and shall document such efforts as required by the County's Representative, or designee. Agency shall submit a 'Quarterly Funding Report' through the Online Data Management (ODM) system by the 30th of the month during each of the following months: January, April, July, and October.
9. Agency shall provide client data information for each client provided services under the terms of this agreement and shall document such efforts as required by the County's Representative, or designee. Agency shall submit Quarterly 'Children's Services Client Demographics' Report through the Online Data Management (ODM) system by the 30th of the month during each of the following months: January, April, July, and October.
10. Agency agrees to participate in the planning and provision of the annual Manatee Children's Summit. Participation shall be measured based on attendance at scheduled planning meetings and having an agency/program/service information booth on the day of the Manatee Children's Summit event.

ATTACHMENT D



EXCHA-1 OP ID: PS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bradenton Insurance, Inc. 1400 Ballard Park Drive West Bradenton, FL 34206-6719 Robert J. Wentzell	941-748-0511 941-748-6444	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ EMAIL ADDRESS: _____ ADDRESS: _____
INSURER(S) AFFORDING COVERAGE		
INSURED		NAIC #
Exchange Club Family Partnership Center of Manatee County Inc. 602 3rd St E Ste A Bradenton, FL 34208		INSURER A : Granite State Ins Co INSURER B : FL Citrus Business & Ind SIF INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	X	02LX0028261436	01/26/13	01/26/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02CA0861437653	01/26/13	01/26/14
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	10841503	04/01/12	04/01/13	<input checked="" type="checkbox"/> VAC STATIONARY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYED \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Lib		02LX0028261436	01/26/13	01/26/14	Each Occu 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is an Additional Insured with respect to General Liability on form CG 2026 0704 attached.

CERTIFICATE HOLDER <p style="text-align: center;">MANAT-2</p> Manatee County, a political subdivision of the State of FL fax# 749-3040 PO Box 1000 Bradenton, FL 34206-1000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Children's Services Emergency Funding Request – Staff Review

Requesting Agency: Family Partnership Center, Inc.

Program/Project: ACT Parenting Program Amount: \$51,300

1. Does the request meet any of the objectives listed in Children's Services Ordinance #91-42?

YES

NO

2. Is this a new program funding request that has not been reviewed by the CSAB during the most recent funding cycle?

YES

NO

If no, please explain the recommendation result.

3. Has the program provided sufficient evidence to support an emergent need for it to be considered for emergency funding prior to the next funding cycle?

YES

NO

4. Is the reason for the request for a situation which could not have reasonably been foreseen?

YES

NO

5. Is there reserve or contingency funding available to cover the amount of the emergency funding request.

YES

NO

-CS Reserve Estimated Amount = \$1,000,000.00

If no, please explain amount available or other funding sources that could be used to support this request.

Family Partnership Center-Children's Services Emergency Funding (10/7/13) \$51,300 Request

Letter of Intent

1. **Credibility.** The Family Partnership Center (FPC) has provided comprehensive bilingual parenting education and support to Manatee County families since 1993. We consistently receive high CSAB scores and received the highest rating, AAA, on our last national accreditation review. We have a highly skilled and educated staff. We have a national affiliation (research, best practices) but all revenues stay local. **Parenting is our focus. We have a long history and reputation of providing high-quality, comprehensive, bilingual, personalized parenting education and support to parents of children to age 12 (to age 17 in groups). Outcome successes consistently exceed 95% annually for all programs.**
2. **Need/Problem:** **We are unable to serve over half of the families on our waitlist for our in-home parenting program designed to reduce childhood risk factors.** Foreclosures, job loss, and reduced government assistance programs continues to be a stressful factor for many of our at-risk families. In addition to other abuse risk factors, over 91% of families we serve in our in-home program are under the federal poverty level. Other common risk factors include parents who are victims of childhood abuse, parenting special needs child(ren), teens, Spanish speaking, or single. The need for quality prevention programs to stop the cycle of child abuse continues and has increased. Currently, funding is insufficient which limits program impact. "Effective parenting education programs have been linked with decreased rates of child abuse and neglect, better physical, cognitive and emotional development in children improved parent-child communication, reduced youth substance abuse, and more effective parental monitoring and discipline." Small, S. A./ Mather, R. S. 2009.

Ordinance # 91-42. The ordinance requires services for prevention and intervention of Manatee County's abused, neglected, at risk, and economically disadvantaged children. We screen each family to determine eligibility for this ordinance criteria. Our mission is to strengthen families and prevent child abuse in at risk families through comprehensive parenting education and support services. **The CSAB identified Family Strengthening and Support as a target area, which includes parenting education programs.**

3. **Methodology:** According to U.S. Advisory Board on Child Abuse and Neglect, the best method to prevent child abuse and neglect and to strengthen families, is for a highly educated and skilled Parenting Educator to provide comprehensive parenting education and support using an evidence-based model. **We have developed a new program called ACT Parenting Program which is a merging of our group and in home parenting services.** This program will allow us to teach foundational parenting principles in a cost effective group setting, while also providing individualized home visits or face-to-face meetings to reinforce group learning, provide more personalized coaching, and observe and evaluate parent's interactions with their children. **Benefits to this program model: cost effective (approx. ½ the cost of our in home program), group support among parents, in-home personalization of the curriculum, and greater rapport with a qualified Parenting Educator to enhance learning support, resulting in greater outcomes.**

The initial session will include a face-to-face intake, assessment, and pre-test(s). This program will include up to 23 hours of service per parent including an average of 5 one-on-one sessions based on individual family needs. We have used a similar model in the past to enhance groups by providing 2 home visits to evaluate what they learned and coach them through problem areas. Outcomes indicated 95% success. Now, as the demand for more in home parenting occurs, we are adding group sessions to reduce the number of home visits needed per family. **We will be using an evidence-based program and evaluation tool. The Parenting Educators will draw from emergent and evidence-based curricula.**

Family Partnership Center-Children's Services Emergency Funding (10/7/13) \$51,300 Request

4. Timeframe: October 2013 - September 2014.
5. Emergency Need: **We have a waitlist of families in need of our intensive in-home parenting services, yet we only have had the resources to serve 44% of those referred to us in the past 6 months.** We have had families on our waitlist as long as 5 months. We have referred families to other resources in the community, when available and appropriate. Unfortunately, those resources are not intense enough to significantly reduce childhood risk factors. The families on our waitlist are frequently in crisis and need immediate, personalized instruction and support to ensure the parents have the skills they need to provide a safe, nurturing environment. When a family waits longer than 2 months for services, they lose interest and confidence that they will get the help they need, or worse, become a statistic of the state dependency system.

DCF estimates the annual cost for 1 child in the system to be as high as \$64K. Approximately 90 at-risk children will benefit from this program for the requested amount of \$51,300.

6. Need Foreseen: **We have more than doubled the number of families served in our home visiting program over the past 3 years.** Funding for this program has not increased at the rate needed to meet the demand. We have reduced costs significantly to include reduced staff (mostly administrative) over the past year. We have worked diligently to serve families with the greatest risk and referred others to less intensive programs internally and externally, and still we do not have the resources to meet the growing need for our in home program. The ACT Parenting Program will allow us to begin to meet that need in a cost effective manner.
7. CSAB Review: This is a new program. This funding request has never been reviewed by the CSAB.
8. Funding Attempts: We have secured new funding for our in-home program, but not at the rate needed to meet the demand. In the past year, we have written 17 new grants resulting in 2 approvals (TJX Foundation and Paddock Foundation) totaling only \$15,000. We have also secured \$2,000 in new Corporate Support (Carbon Resources), \$10,000 in new in Individual support (1 anonymous donor), and \$5,700 in new events (net).

The Executive Directors has contacted major stakeholders like Manatee Community Foundation, Sarasota Community Foundation, Early Learning Coalition, and major private donors to share information regarding the need and to request additional funding or funding leads. Early Learning Coalition has renewed a contract for \$25,000 to serve relative caregivers in the home. Other funding partners are reaching out to donors or considering increased funding.

9. Ongoing Funding Plans
We have added 4 new, dynamic Board members this past year. The entire Board is engaged and committed to finding additional resources to support the Center's mission.

4 members of our Board and 2 administrators are participating in a 5 session, non-profit fundraising training program offered through the Community Foundation of Sarasota County to create a more comprehensive fundraising plan for 2014. This will include training on recruitment of private donors. The foundation is also providing Leadership Coaching to our new Executive Director. We have created an Annual Business Sponsorship Program and have 2 new major events planned for 2014.

**Family Partnership Center
ACT Parenting Program Budget
2013-2014**

Revenue

Earned Revenue	450
Manatee County Government	<u>51,300</u>
Total Revenue	<u>\$51,750</u>

Expenses

Personnel Expenses	40,500
Professional Fees	2,300
Supplies	1,200
Telephone	500
Postage and Shipping	100
Occupancy	1,750
Rental & Maint of Equip	250
Printing	300
Marketing/Ads/Promos	300
Travel	3,000
Dues & Subscriptions	150
Conf./Mtgs./Trainings	500
Insurance	900
Total Expenses	<u>\$51,750</u>
	<u>\$0</u>

BRADENTON HERALD

CLASSIFIED ADVERTISING

Order:	052153205	Pubs:	1,9	Rate:	LE
Phone:	9417493030	Class:	4995	Charges:	\$ 0.00
Account:	11932	Start Date:	11/04/2013	List Price:	\$ 114.66
Name:	MANATEE,	Stop Date:	11/04/2013	Payments:	\$ 0.00
Firm:	MANATEE CO COMMUNITY	Insertions:	2	Balance:	\$ 114.66

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to Section 2-2-259, Manatee County Code of Ordinances, and Section 125.66(2)(a), Florida Statutes, that the Board of County Commissioners of Manatee County, Florida, will conduct a public hearing on **November 19, 2013**, beginning at 9:00 a.m., or as soon thereafter as possible, in the Commission Chambers, located on the 1st Floor of the Manatee County Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida, to consider the following:

**EMERGENCY FUNDING
REQUEST**

AN EMERGENCY REQUEST BY THE FAMILY PARTNERSHIP CENTER, INC., FOR ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED \$51,300 FOR THE ACT PARENTING PROGRAM FOR THE TIME PERIOD FROM OCTOBER 1, 2013, THROUGH SEPTEMBER 30, 2014.

Section 2-2-259 of the Manatee County Code of Ordinances requires a public hearing to consider any additional award of funding for a program from the children's services dedicated millage after adoption of the County's annual budget.

Copies of the proposed emergency funding request may be inspected by the public during normal business hours at the Community Services Department, located on the third floor of

the Manatee County Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida. A reasonable charge may be made for the provision of copies. Interested parties may appear at the meeting or public hearing and be heard with respect to the proposed emergency funding request.

According to Section 286.0105, Florida Statutes, any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the above-referenced meeting or public hearing will need a record of the proceedings, and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Board of County Commissioners of Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation in, employment with, or treatment in its programs or activities. Anyone requiring reasonable accommodation for this meeting as provided for in the Americans with Disabilities Act should contact Kaycee Ellis at (941) 742-5800; TDD ONLY (941) 742-5802 and wait 60 seconds; FAX (941) 745-3790.

Date to be published:
MONDAY, NOVEMBER 4, 2013

BRADENTON HERALD

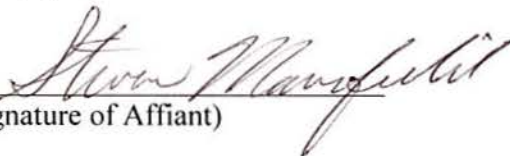
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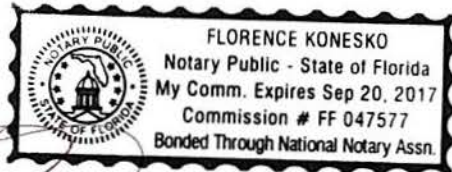
STATE OF FLORIDA
COUNTY OF MANATEE

Before the undersigned authority personally appeared Steve Mansfield, who, on oath, says that he is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of **Notice of Public Hearing 2-2-259**, was published in said newspaper in the issue(s) of **11/04/2013**.

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


(Signature of Affiant)

Sworn to and subscribed before me this
13 Day of Nov, 2013



SEAL & Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

November 19, 2013 - Regular Meeting
Agenda Item #39

November 19, 2013

Subject

FY 2014 Children's Services Funding

APPROVED IN OPEN SESSION
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Mike Neuges - x3467

Brenda Rogers - x3030

Action Requested

1) Conduct public hearing to consider a recommendation from the Children's Services Advisory Board to provide The Family Partnership Center, Inc., emergency funding not to exceed \$51,300 for the period October 1, 2013, through September 30, 2014, for the ACT Parenting program.

2) Authorize execution of FY2013/2014 Non-Profit Agency Agreement with The Family Partnership Center for the ACT Parenting program in the amount of \$51,300 for the time period October 1, 2013, through September 30, 2014.

3) Adopt Budget Amendment B-14-021.

Enabling/Regulating Authority

Manatee County Code of Ordinances, Chapter 2-2 - Administration, Article IX. Children's Services, Section 2-2-259.

Background Discussion

(A workshop on Non Profit funding is scheduled for December 13, 2013.)

On September 19, 2013, the Board adopted the budget, which included nonprofit agencies funded through the children's services tax.

On September 25, 2013, The Family Partnership Center submitted a request for emergency funding from the children's services reserve to alleviate an unanticipated growth in the wait list for at-risk parenting services. The Agency proposed a new program called Act Parenting to alleviate the wait list and address a need for an in-home and group parenting hybrid educational service provision. (Agency request attached).

On October 16, 2013, the Children's Services Advisory Board reviewed and voted to recommend approval of

this program's emergency funding request in the amount of \$51,300 from children's services funding.

In accordance with Section 2-2-259 of the Manatee County Code of Ordinances, requests for funding after adoption of the County's budget must be brought forward to the Board of County Commissioners in a Public Hearing.

Consideration to provide additional monies is needed at this time to allocate recommended funding to The Family Partnership Center, Inc.

Following the Public Hearing on November 19, 2013, authorize Chairman to sign FY2014 Agreement for Non-Profit Agency Services with The Family Partnership Center, Inc., for the Act Parenting Program in the amount of \$51,300.

Authorize the Chairman to adopt Budget Amendment B-14-021.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

M.S. worked with staff to prepare public notice.

Reviewing Attorney

N/A

Instructions to Board Records

One fully executed agreement to Community Services. [Sent by Interdepartmental mail 11/20/2013 Attention Mike Neuges.](#)

Email one copy of all documents to debbie.underwood@mymanatee.org

[Emailed to Debbie U - 11/20/2013./nr](#)

Cost and Funds Source Account Number and Name

\$51,300 - Acct. 104-0015002

Amount and Frequency of Recurring Costs

n/a

Attachment: [Public Notice 2013.pdf](#)

Attachment: [Emergency funding Request FPC.pdf](#)

Attachment: [NPA Agreement for Services.pdf](#)

Attachment: [Budget Amendment B-14-021.pdf](#)