

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs		\$84,299*			
External Revenue		(\$56,199)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$28,100			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account

Exp No:		Dept		Unit		Obj	Various Personal Services object lines
Fund	<u>0001</u>		<u>150</u>		<u>8230</u>		
Rev No:		Dept		Unit		Obj	
Fund	<u>0001</u>	<u>150</u>		<u>8230</u>		<u>6943</u>	

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*The Position's salary total includes fringe benefits. The County's funding of the Position will be from ad valorem funding as is included in the Proposed Budget for FY21. CSC and South Tech will reimburse the County one-third each of the Position's cost not to exceed \$28,100, each.

Departmental Fiscal Review: Chenise Doria

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 [Signature] 7/31/2020
 OFMB 7/31 ASD 7/31

 [Signature] 8/11/2020
 Contract Development & Control 8-11-20

B. Legal Sufficiency:

 [Signature] 8-14-2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST AMENDMENT
TO POSITION FUNDING AGREEMENT**

THIS FIRST AMENDMENT is made as of the _____ day of _____ 2020, by and among Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, the Children's Services Council of Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as CSC, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, South Tech Charter Academy, Inc., a not-for-profit corporation, authorized to do business in the State of Florida, hereinafter referred to as SOUTH TECH, whose Federal I.D. is 32-0089102, and collectively referred to as the Parties.

WITNESSETH:

WHEREAS, the parties entered into a Position Funding Agreement (Agreement) dated September 10, 2019, (R2019-1412) in the amount of \$75,919, to fund a Licensed Clinical Social Worker position, County Pay Grade 32 to be located primarily at SouthTech Academy (High School) and SouthTech Preparatory Academy (Middle School), from October 1, 2019, through September 30, 2020, with two (2) one-year renewal options; and

WHEREAS, the parties desire to extend the original Agreement to September 30, 2021, and increase the Contract by \$84,299, for a new two-year total not to exceed amount of \$160,218.

NOW THEREFORE, the parties mutually agree that the Contract is amended as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **PARAGRAPH 2** is hereby replaced in its entirety with the following:
 2. The term of this Agreement shall commence on October 1, 2019, and terminate on September 30, 2021.
3. **PARAGRAPH 4** is replaced with the following, while Subparagraph a) remains unchanged.
 4. The COUNTY shall employ (1) full time LCSW at a County Pay Grade 32, at a total not to exceed annual salary amount provided for in the COUNTY'S Compensation and Pay Plan, plus fringe benefits. For the first year of this Agreement (October 1, 2019 – September 30, 2020), the anticipated amount is to be SEVENTY-FIVE THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$75,919). For the second year of this Agreement (October 1, 2020 - September 30, 2021), the anticipated amount is to be EIGHTY-FOUR THOUSAND TWO HUNDRED NINETY-NINE DOLLARS (\$84,299).
4. **PARAGRAPH 5** is replaced in its entirety with the following:
 5. On October 1st of each year of this Agreement, the COUNTY shall invoice SOUTH TECH and CSC each for one-third (1/3) of the annual salary amount, plus fringe benefits. For the first year of this Agreement (October 1, 2019 – September 30, 2020), one-third (1/3) of this anticipated amount is TWENTY-FIVE THOUSAND THREE HUNDRED SIX DOLLARS (\$25,306). For the second year of this Agreement (October 1, 2020 – September 30, 2021), one-third (1/3) of the anticipated amount is TWENTY-EIGHT THOUSAND ONE HUNDRED DOLLARS (\$28,100).

5. **PARAGRAPH 16 – NOTICE**, the third section is hereby replaced with the following:

If sent to SOUTH TECH, notices shall be addressed to:

Attn: Kristen Markevich
c/o SouthTech Academy
6161 W. Woolbright Road
Boynton Beach, FL 33437

6. **PARAGRAPH 27** is hereby replaced in its entirety with the following:

27. SOUTH TECH'S representative/liaison during the performance of this Agreement shall be Kristen Markevich, Assessment and Compliance Specialist (telephone no. 561-437-7872).

7. **PARAGRAPH 29** is hereby added as follows:

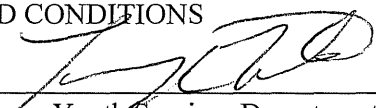
29. **COUNTERPARTS** - This First Amendment, may be executed in one or more counterparts all of which shall constitute collectively but one and the same First Amendment. The COUNTY may execute the First Amendment through electronic or manual means. The CSC and SOUTH TECH shall execute the First Amendment by manual means only, unless the COUNTY provides otherwise.

8. All other provisions of the Agreement, not modified in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY, the CSC and SOUTH TECH, has hereunto set its hand the day and year above written.

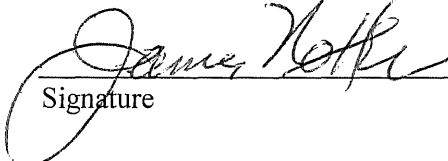
COUNTY:


APPROVED AS TO TERMS
AND CONDITIONS

By: 
Youth Services Department

SOUTH TECH CHARTER ACADEMY, INC:

WITNESS:


Signature
James Notter
Typed Name


Signature
Ginger DeKalb
Name (type or print)


Board Chair
Title

(corp. seal)


{SIGNATURE PAGES CONTINUED}

COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Youth Services Department

CHILDREN'S SERVICES COUNCIL OF
PALM BEACH COUNTY:


Signature

Lisa Williams-Taylor
Typed Name

Chief Executive Officer
Title

(corp. seal)

{SIGNATURE PAGES CONTINUED}

ATTEST:

COUNTY:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Helene C. Hvizd
County Attorney