



Office of Management and Budget

Santa Rosa Administrative Offices
6495 Caroline Street, Suite L
Milton, Florida 32570

Jayne Bell, Director



MEMORANDUM

TO: Tony Gomillion, County Administrator

FROM: Jayne Bell, Budget Director

SUBJECT: Outside Agency Funding and Assistance Agreement and Agency Request Form for FY2016/17

DATE: October 12, 2016

Discussion

Discussion of the draft of the Outside Agency Funding and Assistance Agreement and Agency Request Form.

Background

Currently Santa Rosa County has not adopted an Outside Agency Funding and Assistance Agreement and/or Agency Request Form for funding. These documents would establish an understanding between the County and those requesting funds and/or long-term use of facilities as well as an expected use of those funds. By requiring those seeking assistance to submit a request form, the BOCC can make more informed decisions and enable staff to prepare a more accurate budget. An agreement will establish the expectations and reporting requirements for the recipient establishing a more formal history of benefit to the community.

The draft agreement would be the base form. Individual funding requests or programs may require the agreement to be amended for those purposes.

STATE OF FLORIDA
COUNTY OF SANTA ROSA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
SANTA ROSA COUNTY
AND
(INSERT NAME OF ORGANIZATION)

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Santa Rosa County, a political subdivision of the State of Florida with administrative offices at 6495 Caroline Street, Suite M, Milton, Florida 32570 (hereinafter referred to as the "County"), and (INSERT NAME OF ORGANIZATION), a nonprofit corporation authorized to do business in the State of Florida, with administrative offices at (INSERT ORGANIZATION'S ADDRESS), and a Federal Tax Identification Number of (INSERT EIN) (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, The Board of County Commissioners of Santa Rosa County, Florida is authorized under Section 125.01, Florida Statutes, to perform those acts, including the expenditure of (insert fund) monies, which further the public good and common interest of the people of Santa Rosa County; and

WHEREAS, the Recipient serves the citizens of Santa Rosa County by providing (insert description of services provided); and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Santa Rosa County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's (Insert Fund) Fund for the County's current Fiscal Year 2016/2017 (October 1 through September 30), the sum of \$ (insert allocation amount) to conduct a program generally described as:

(Insert name of program or services provided)

And more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this agreement biding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.06, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.08, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Santa Rosa County Office of the Clerk of Courts:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay for "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Interest or Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To keep a separate accounting of County funds to assure that interest earned is pro-rated and available for review by the County; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Santa Rosa County Clerk of Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year, and

4. Acknowledgement of the County in publications or other reports; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016 and will terminate on the 30th day of September 2017, unless cancelled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$ (insert allocation amount) for the program of activity payable (insert monthly, quarterly or annually) in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. The recipient agrees to invoice the County for the sum authorized prior to the distribution when payable.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by the Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual or other specified period narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. The Recipient's approved budget, included in Exhibit "A" and any changes in the budget, which would affect expenditure of funds, must be approved in writing by the County

Administrator or his designee, provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees to provide a report to the County by November 15, 2017 explaining any funds unspent and/or unencumbered at year end, September 30, 2017. With Board approval, residual funds may be carried forward to conclude existing agreements otherwise, any residual funds will be returned to the County no later than 90 days after the close of the FY2017, September 30, 2017.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

**SANTA ROSA COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
(Insert name), Chairman

ATTEST: Donald C. Spencer
Clerk of Courts

By: _____

BCC APPROVED: _____

(INSERT NAME OF ORGANIZATION)

By: _____

Name/Title: _____



Fiscal Year 2016-2017 AGENCY REQUEST FORM

All agencies requesting funding and/or use of public facilities from Santa Rosa County must submit all of the following information and complete the attached form. Failure to submit all of the required information or to complete the form will remove your organization from consideration for funding and/or use of a public facility. Please submit the requested information and this form to:

Santa Rosa County Board of County Commissioners
Office of Management & Budget
6495 Caroline Street, Suite L
Milton, Florida 32570

Please submit:

- A copy of your organization's 2014 or 2015 tax return.
- A letter of determination from the IRS confirming your organization's federally tax exempt status.

Agency Name:

Agency Address:

Program Name:

Program Contact:

Contact Email:

Contact Phone:

25-Word Description of Program:

Amount Requested:

Amount Received Last Year, if applicable:



Fiscal Year 2016-2017 AGENCY REQUEST FORM

Briefly discuss how last year's funds and/or public facilities were used. If no funds and/or use of public facilities were received last year, please mark N/A.

Briefly discuss how the funding and/or use of public facilities you are currently requesting will be used.

If Santa Rosa County funding can only fund a portion of your request, how will you offset the difference?



Fiscal Year 2016-2017 AGENCY REQUEST FORM

If the funding you are applying for can be used as a match for other funding, please provide the details below and include the amount and match ratio:

Please list the primary goal(s) that this program is targeting. Maximum of three.
For example, "reduce homelessness in Santa Rosa County"

Please list the performance measure(s) by which your organization will measure the success of your program. Maximum of three.
For example, "number of families successfully transitioned into permanent housing and stabilized for 6 months utilizing County funding."

Please list the baseline statistics for the performance measure(s). Maximum of three.
For example, "number of families successfully transitioned into permanent housing and stabilized for 6 months in previous fiscal year."



Fiscal Year 2016-2017 AGENCY REQUEST FORM

BUDGET

Please fill out the requested information in its entirety for the program for which you are requesting funding and/or use of public facilities. It is not necessary to fill out information for the agency as a whole; only for the program for which funding and/or the use of public facilities is requested. If this is a new program you are not required to complete the information for the previous budget year.

Income

	Most Recently Completed Budget Year	Current Budget Year	Proposed Budget Year
Contributions from Private Sources			
Programmatic Income			
County Funding			
City Funding			
State Funding			
Federal Funding			
Memberships			
Investment Income			
Other Income			
Total Income			



Fiscal Year 2016-2017 AGENCY REQUEST FORM

Expenses

	Most Recently Completed Budget Year	Current Budget Year	Proposed Budget Year
Total Staffing			
Salaries and Wages			
Employee Benefits			
Professional Services			
Contractual Services			
Travel Expenses			
Rentals and Leases			
Communication			
Postage and Freight			
Repair and Maintenance			
Printing and Binding			
Marketing and Promotion			
Fuel			



Fiscal Year 2016-2017 AGENCY REQUEST FORM

Expenses (cont.)

	Most Recently Completed Budget Year	Current Budget Year	Proposed Budget Year
Supplies			
Capital Assets			
Total Expenses			
Net Income			

Please explain any capital assets contained in your request.

DRAFT