

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051075

1. ACTION REQUESTED/PURPOSE: Approve the Florida Gulf Coast University agreement in the amount of \$65,000, for one year only, to develop the Community Support Program.

2. WHAT ACTION ACCOMPLISHES: FGCU agreement will provide direct technical assistance to nonprofit community based agencies, offer administrative service support to nonprofit organizations in the areas of data management, grant and contract administration, and financial management. Additionally, FGCU will conduct research and analysis of the impacts and evolving needs of nonprofit organizations in Lee County.

3. MANAGEMENT RECOMMENDATION: Approve agreement, funds are available.

4. Departmental Category: 5

C5A

5. Meeting Date: 08-09-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Human Services
 Division _____
 By: Karen B. Hawes

9. Background: FGCU, Workforce Development, United Way and the Department of Human Services are entering are collaborating to provide nonprofit agencies the opportunity to build organizational capacity, financial administration and receive assistance with operational development. Funding will be provided to FGCU on a one-time basis. This is one of the recommendations of the Human Services Council. The Work force Development Board has also provided financial assistance in the amount of \$55,000. United Way will support funding as an allowable expense of United Way funded agencies. Funds are available from the loan repayment (Safetronics) originally received from the State of Florida CDBG small Cities program. This is an eligible activity of the funding source.
 Account string: FC5690313904.503490

Attachment : Agreement

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i> 8/27/05	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 8/27/05	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *TD*
7/30/05
2pm
 COUNTY ADMIN
 FORWARDED TO:

REC'D. 8/24/05
 by CO. ATTY.
 1015 Doc
 CO. ATTY.
 FORWARDED TO:
[Signature]
 7-26-05

**Florida Gulf Coast University
Research, Training and Sponsored Program Agreement**

This is an agreement, entered into on August 1, 2005, between Lee County Human Services a local government existing under the laws of the State of Florida hereinafter referred to as "**SPONSOR**," and located at 2440 Thompson St Fort Myers, Florida, and Florida Gulf Coast University, a member of the State University System of the State of Florida, acting for and on behalf of the Florida Gulf Coast University Board of Trustees, a public body corporate of the State of Florida, hereinafter referred to as the "**UNIVERSITY**."

The **SPONSOR** desires to have access to data, training, conclusions, consulting services, and/or products of research and development investigations pertaining to certain activities of the **SPONSOR**. The **UNIVERSITY** has been requested by the **SPONSOR** to conduct a research, training, consulting and/or sponsored program to provide the desired information.

In consideration of the covenants and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the **SPONSOR** and the **UNIVERSITY** agree as follows:

The Community Support Program, through the **UNIVERSITY**, will develop and carry out a research, training, and/or sponsored project to be known as: "**FGCU's Community Support Program**."

The Project is briefly described in the attached Scope of Work, Attachment A. The Director of the Project for the **UNIVERSITY** is Margaret Banyan, Ph.D. (the "Project Director"). The Project Director shall have responsibility for technical direction of the Project, the administration of Project funds and for preparation and submission of any written and oral reports to **SPONSOR**. Students, staff members or members of the University faculty who participate in this Project will, while so engaged, be under the technical and administrative supervision of the Project Director, or in the absence of the Project Director, the appropriate College Dean, Department Chair, Division Head or authorized Florida Gulf Coast University representative.

The **SPONSOR** and the **UNIVERSITY** agree that the Project will begin on August 1, 2005, and will end July 31, 2006, unless the project period is extended by mutual written agreement.

SPONSOR agrees to pay the **UNIVERSITY** the total fixed price sum of \$65,000. It is payable upon receipt of an invoice(s) submitted by the **UNIVERSITY** to **SPONSOR** and/or as provided herein. Full payment of each invoice must be received within thirty days from the date of the applicable invoice. Failure to timely make any payment will constitute breach of this agreement and will automatically result in termination. This agreement may also be terminated upon thirty days written notice by either party. Any such termination will still require payment of all outstanding charges incurred prior to the official date of termination. **SPONSOR** acknowledges and agrees that performance by the **UNIVERSITY** is contingent upon receipt of payment by the **SPONSOR**, as prescribed above. The failure of **SPONSOR** to make timely payment will require the **UNIVERSITY** to cease project work and terminate this Agreement. The **UNIVERSITY** agrees to provide at least thirty days advance notice of such cessation,

termination or both in writing to **SPONSOR**. The **SPONSOR** also agrees to provide office space at 2440 Thompson Street, Fort Myers, FL 33901, for the period of this agreement. **SPONSOR** has the option to terminate office space with thirty days written notice.

The **UNIVERSITY** will provide progress reports to the **SPONSOR** on a tri-annual basis, over the next year, starting on December 1, 2005, and to continue on April 1 and on August 1 of 2006. Reports will be submitted to the Director of the **SPONSOR** agency.

Each party assumes any and all risk of personal injury, death and property damage attributable to the willful or negligent acts or omissions of that party and its officers, employees and agents.

Each party agrees that it shall not, without the advance written approval of the other party, assign any right or delegate any duties under this Agreement.

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement, effective on the date first appearing above.

SPONSOR

(Signature)

(Typed Name)


(Title)

(Date)

The person whose signature appears above represents that he/she has full authority to sign for and on behalf of the **SPONSOR**.

UNIVERSITY

FLORIDA GULF COAST UNIVERSITY,
acting for and on behalf of the Florida Gulf
Coast University Board of Trustees, a public
body corporate of the State of Florida.



(Signature)
Thomas J. Roberts

(Typed Name)
Asst. Vice President for Research

(Title)
7/20/05

(Date)

Distribution: **SPONSOR**
UNIVERSITY (Contracts and Grants)
College
Project Director

FGCU's Community Support Program

Attachment "A" Scope of Work

I. Background

Lee County Board of County Commissioners, Department of Lee County Human Services has awarded \$65,000.00 to the Community Support Program at Florida Gulf Coast University. These funds will serve as seed money to help FGCU's Community Support Program (CSP) build its operations and outreach capacity. FGCU's CSP has already begun working with state, local and nonprofit organizations within the Lee County community. FGCU's CSP has been involved with helping to develop a Funders' Forum group for the major funders in Lee County. This Funders' Forum will help funder's to collaborate, share information on providers, and monitor the progress providers are making in meeting the needs of the community. The CSP has also just completed a contract with the Pine Island Citizens Association (now formally Pine Island Housing Solutions, Inc.) where it assisted the group in obtaining incorporation and 501(c)(3) status. Further, the CSP recently contracted with two other neighborhood associations, Palmona Park and Page Park, through Lee County Human Services, to provide similar services. The CSP will continue to serve as a resource to area nonprofit organizations for technical assistance, strategic planning, organizational management, and other support services. FGCU's CSP will provide progress reports to the Lee County Human Services Director outlining the work it has accomplished in the community and the outcomes it has achieved.

The terms and conditions of the contract have been provided in the Community Support Program's business plan and this scope of work. The following scope of work outlines the purpose of the project, activities required to achieve this purpose, a schedule of activities/deliverables associated with the primary activities, and biographical statement on the Principal Investigator (PI).

II. Purpose

The purpose of this project will be to provide technical assistance, strategic planning, organizational management, and other support services to nonprofit organizations in Lee County.

III. Primary Activity Areas

The Community Support Program and its staff will facilitate in the process of technical assistance, data management, grant writing, etc. for not-for-profit organizations. This includes the following:

- Provide technical assistance to non-profit Lee County community and faith-based agencies. Obtaining State incorporation status, preparing exemption application, Internal Revenue forms
- Ongoing facilitation of the Lee County Funders' Forum
- Provide administrative service support to nonprofit organizations in the areas of data management, grant and contract administration, and financial management
- Evaluations of Federal or State grant applications and awards

IV. Principal Investigator

The PI will be Margaret E. Banyan, Ph.D., the faculty Executive Director of the Community Support Program. Dr. Banyan serves on the faculty of the Division of Public Affairs at FGCU, where she teaches courses in organizational theory and comparative public administration. Prior to joining the FGCU faculty, Dr. Banyan earned her Master and Ph.D. degrees in Public Administration and Policy at Portland State University. Dr. Banyan previously taught MPA degrees at Portland State University and Western Oregon University in the Political Science and Public Administration departments. Her areas of research interest are public participation, citizen engagement, civic capacity, cross-sectoral partnerships and collaboration, and civic infrastructure development in urban, rural and cross-cultural settings.

FGCU's Community Support Program

Payment Schedule

Payment Amount/Period	Award Date
Payment #1: \$25,000- Contract Initiation	August 1, 2005
Payment #2: \$20,000- Ongoing	January 1, 2006
Payment #3: \$20,000- Ongoing	July 31, 2006

Outcome reports will be provided by the FGCU Community Support Program for the periods ending December 31, 2005, March 31, and July 31, 2006.