

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 4, 2014

Consent Regular
 Workshop Public Hearing

Department: Cooperative Extension Service

Submitted By: Cooperative Extension Service

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) First Amendment to the agreement (R 2013-0201) with the Friends of the Mounts Botanical Garden, Inc. for funding of a gardener position to assist in the care and maintenance of The Mounts Botanical Garden of Palm Beach County.
- B) A budget amendment of \$47,279 in the Cooperative Extension Revenue Fund to recognize new funding.
- C) A budget transfer of \$18,911 from the General Fund Contingency to Fund 1482 Cooperative Extension Revenue.

Summary: The Friends of the Mounts Botanical Garden, Inc. (FMBG) will provide funding to the County in amount not to exceed \$28,368 (\$18,718 for salary and \$9,650 for fringe benefits) to support 60% of a gardener position beginning February 5, 2014 and ending on February 4, 2015. Palm Beach County will be funding the remaining \$18,911 (\$12,478 for salary and \$6,433 for fringe benefits) at a funding level of 40% for a total of \$47,279. The position will continue to support The Mounts Botanical Garden of Palm Beach County (Garden). District 7 (AH)

Background and Justification: The support of the FMBG has grown along several lines, one of which is the funding of personnel to support the efforts of the FMBG and those of the Garden. The FMBG have agreed to continue their support for salaries and fringe benefits for this County position through annual funding. This type of support started in FY96 and continued into FY13. This funding is renewable annually at the discretion of the FMBG and the Palm Beach County Board of County Commissioners by written amendment entered into by the County and FMBG.

Attachments:

- 1. First Amendment to Agreement with FMBG
- 2. Agreement with FMBG
- 3. Budget Amendment
- 4. Budget Transfer

Recommended By: Audrey R. Norman 1/06/2014
Department Director Date

Approved By: [Signature] _____
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures					
Operating Costs	<u>\$47,279</u>	<u>\$</u>			
External Revenues	<u>(28,368)</u>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$18,911</u>	<u>\$</u>			
# ADDITIONAL FTE	<u>0</u>	<u>0</u>			
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Account No.: Fund 1482 Dept. 310 Unit 1403 Object Various

*Any unused funds will carry forward to future years

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

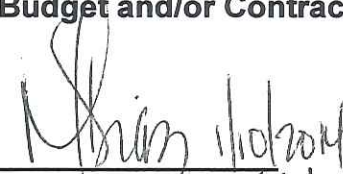

FMBG will fund 60% of the annual salary including fringe benefits equaling \$28,368. The County will be responsible for the remaining 40% equaling \$18,911.

C. Departmental Fiscal Review: Jean Magee *es*

This is a continuation of an existing FTE. The term of this agreement is February 5, 2014 to February 4, 2015.

III. REVIEW COMMENTS

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

 <hr/> OFMB/Budget <i>KU</i> <i>SR/9</i> <i>1/8</i> <i>sc</i>	 <hr/> Contract Development and Control <i>1-10-14</i>
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B. Legal Sufficiency:

Anne Delgard *1/15/14*
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

FIRST AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY
AND FRIENDS OF THE MOUNTS BOTANICAL GARDEN, INC.
FOR FUNDING OF A GARDENER POSTION

This First Amendment, is made and entered into the ____ day of _____, 2014, by and between Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Friends of the Mounts Botanical Garden, Inc., a Florida Corporation, not-for-profit (hereinafter referred to as "Friends").

WITNESSETH

WHEREAS, on February 5, 2013, County entered into an agreement (R-2013-0201) with the Friends whereby the Friends and County agreed to jointly fund a gardener position at The Mounts Botanical Garden of Palm Beach County, with the position being filed by an individual deemed a County employee (hereinafter referred to as 'Agreement'); and

WHEREAS, the Agreement will expire on February 4, 2014; and

WHEREAS, County and Friends desire to extend the term of the Agreement an additional year; and

WHEREAS, entering into this Amendment serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Section 2 of the Agreement shall be amended to state: Friends shall continue to provide County funding for 60% of the costs of one gardener position in an amount not to exceed Eighteen Thousand Seven Hundred and Eighteen Dollars (\$18,718) plus Nine Thousand Six Hundred and Fifty Dollars (\$9,650) for fringe benefits for a total amount not to exceed Twenty Eight Thousand Three Hundred and Sixty Eight Dollars (\$28,368). County shall continue to fund 40% of the costs of one gardener position in an amount not to exceed Twelve Thousand Four Hundred and Seventy Eight Dollars (\$12,478) plus Six Thousand Four Hundred and Thirty Three Dollars (\$6,443) for fringe benefits for a total amount not to exceed Eighteen Thousand Nine Hundred and Eleven Dollars (\$18,911). The total amount to be paid by County and the Friends for the gardener position, during the term of this Agreement, shall be Forty Seven Thousand Two Hundred and Seventy Nine Dollars (\$47,279) annually.

3. Section 6 of the Agreement is amended to state: This Agreement shall commence on February 5, 2013 and terminate on February 4, 2015, with an option to renew by both parties.

IN WITNESS WHEREOF, County and Friends hereby set their hands and seals on the date first written above.

SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Rudrey R. Norman
Department Director

FRIENDS OF THE MOUNTS
BOTANICAL GARDEN, INC.

Paul J. [Signature]
Witness

By: Mary G. [Signature]
President

Elaine C. [Signature]
Witness

Date: 1/6/13

R2013 0201

AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF THE MOUNTS
BOTANICAL GARDEN, INC. FOR FUNDING OF A GARDENER POSTION

This Agreement, is made and entered into the ____ day of FEB 05 2013, 2013, by and between Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Friends of the Mounts Botanical Garden, Inc., a Florida Corporation, not-for-profit (hereinafter referred to as "Friends").

WITNESSETH

WHEREAS, County owns and operates the Mounts Botanical Garden (hereinafter referred to as "Garden"); and

WHEREAS, on January 7, 1992, County entered into an agreement with the Friends (hereinafter referred to as "1992 Agreement") whereby the Friends agreed to cooperate and assist in the operation and management of the Garden; and

WHEREAS, the 1992 Agreement provides that the Friends may provide funds to County to supplement the Garden's staff with additional employees, who will be hired and managed in accordance with County personnel rules with funding provided by Friends; and

WHEREAS, Friends desires at this time to fund a gardener position at the County, with the position being filled by an individual deemed a County employee; and

WHEREAS, County desires to receive and use such funds for a gardener position at the Garden; and

WHEREAS, the acceptance and use of such funds will enhance the operation of the Garden and promotes a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Friends shall provide County funding for 60% of the costs of one gardener position in an amount not to exceed Seventeen Thousand Nine Hundred and Sixty Nine Dollars (\$17,969) plus Nine Thousand Three Hundred and Thirty Six Dollars (\$9,336) for fringe benefits for a total amount not to exceed Twenty Seven Thousand Three Hundred and Five Dollars (\$27,305). County shall fund 40% of the costs of one gardener position in an amount not to exceed Eleven Thousand Nine Hundred and Seventy Nine Dollars (\$11,979) plus Six Thousand Two Hundred and Twenty Five Dollars (\$6,225) for fringe benefits for a total amount not to exceed Eighteen Thousand Two Hundred and Four Dollars (\$18,204). The total amount to be paid by County and the Friends for the gardener position shall be Forty Five Thousand Five Hundred and Nine Dollars (\$45,509).
3. The Friends shall pay the County the amount stated above by equal monthly installments due and payable on the first day of each month, beginning on the date this Agreement is entered into. The Friends shall make all payments to County without notice from County.
4. County shall employ one (1) full-time county gardener position at the Garden with the funding mentioned above, to assist with increased Garden maintenance.

5. County shall continue to assume sole and exclusive responsibility for the hiring, termination, performance appraisal, and payment of wages as described above to the individual filling the position of the gardener at the Garden. The gardener shall be supervised by the Garden Curator and Director of Cooperative Extension Department, and shall be managed in accordance with County personnel rules.

6. The term of this Agreement shall commence on February 5, 2013 and terminate on February 4, 2014.

7. The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

8. This Agreement may be renewed upon mutual written agreement of the parties.

9. Nothing herein shall be construed to require County to continue the position provided for, should Friends cease funding of said position.

10. County agrees that the funding provided by Friends shall be used solely for those purposes stated herein unless written approval by the Friends allows otherwise.

11. Friends may terminate this Agreement for any breach thereof by County provided Friends gives thirty (30) days written notice to County. County may terminate this Agreement with or without cause provided County gives sixty (60) days written notice to Friends. In the event of a termination, County shall remit to Friends all unused funding, without interest, within thirty (30) days of the effective date of termination.

12. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

13. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Friends, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

14. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

15. The County and Friends agree that this Agreement including the terms of the 1992 Agreement sets for the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement or the 1992 Agreement may be added to, modified, superseded or otherwise altered, except by written instructed executed by the parties hereto.

16. All notices required hereunder shall be in writing and shall be addressed to the following representatives of the parties:

For the Grantors: President, Friends of the Mounts Botanical Garden, Inc.
559 N. Military Trail
West Palm Beach, FL 33415

For the County: Director, Cooperative Extension Service
559 N. Military Trail
West Palm Beach, FL 33415

17. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County or the Friends.

18. Friends shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Friend's place of business.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, County and Friends hereby set their hands and seals on the date first written above.

R2013 0201

FEB 05 2013

SHARON R. BOCK, CLERK
COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: *Nancy Powell*
Deputy Clerk



By: *Steven L. Abrams*
Steven L. Abrams, ~~Chairman~~ Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *Anne Helgen*
County Attorney

By: *Audrey R. Norman*
Department Director

FRIENDS OF THE MOUNTS
BOTANICAL GARDEN, INC.

R. Art Lint
Witness

By: *May P...*
President

Audrey R. Norman
Witness

Date: *Jan. 11, 2013*

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV
BGEX

1482 Cooperative Extension Revenue Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/20/13	REMAINING BALANCE
<u>REVENUES</u>								
310-1403-6694	Grants from Other Non-Governmental	14,812	14,812	28,368	0	43,180		
800-9100-9362	Transfer fr General Fund Fd 0001	9,876	9,876	18,911	0	28,787		
	Total	<u>271,811</u>	<u>273,311</u>	<u>47,279</u>	<u>0</u>	<u>320,590</u>		
<u>EXPENDITURES</u>								
310-1403-1201	Salaries & Wages	16,009	16,009	31,197	0	47,206	6,263	40,943
310-1403-2101	Fica-Taxes	999	999	1,934	0	2,933	379	2,554
310-1403-2105	Fica-Medicare	234	234	452	0	686	89	597
310-1403-2201	Retirement Contributions - FRS	1,082	1,082	2,096	0	3,178	435	2,743
310-1403-2301	Insurance Life & Health	6,246	6,246	11,600	0	17,846	2,295	15,551
	Total	<u>271,811</u>	<u>273,311</u>	<u>47,279</u>	<u>0</u>	<u>320,590</u>	<u>18,588</u>	<u>302,002</u>

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures Date
Audrey R. Norman *1/06/14*

By Board of County Commissioners
At Meeting of _____
Deputy Clerk to the
Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER**

BGEX

0001 General Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 1/25/13	REMAINING BALANCE
<u>EXPENDITURES</u>								
820-9900-9901	Contingency Reserves	20,000,000	20,030,508	0	18,911	20,011,597	0	20,011,597
820-9100-9362	Tfr to Cooperative Ext Rev Fd 1482	9,876	9,876	18,911	0	28,787	0	28,787
				18,911	18,911			

INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures **Date**

Audrey L. Noeman *1/06/2014*

By Board of County Commissioners
At Meeting of

Deputy Clerk to the
Board of County Commissioners