

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: February 9, 2016 Consent Regular
 Workshop Public Hearing

Department

Submitted By: YOUTH SERVICES

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Memorandum of Agreement with the Children’s Services Council of Palm Beach County (CSC) providing funding of up to \$25,000 to the County for the reimbursement of training costs associated with the Forum for Youth Investment/Youth Master Plan for the period beginning January 1, 2016, through June 30, 2016.

Summary: On December 15, 2015, the Board of County Commissioners (Board) entered into a contract for consulting/professional services (R2015-1852) with the Forum for Youth Investment (FYI) to identify priorities, consolidate existing information and identify strategies that are responsive to the geographic, economic and cultural diversity of the youth in Palm Beach County. CSC, as one of the partners in Birth to 22: United for Brighter Futures, has agreed to reimburse the County up to \$25,000 for the collective impact training component of the contract. Countywide (HH)

Background and Justification: FYI was instrumental in working with the National League of Cities to create a guide in preparing Youth Master Plans. FYI has consulted with numerous cities, counties, and states and has recently contracted with the County to provide assistance in developing a Plan for youth services in Palm Beach County. The County agreed to pay \$186,000 for these professional services, of which \$25,000 is included for the delivery of collective impact training for local stakeholders. The CSC has agreed to reimburse the County for this training expense.

Attachments:

Memorandum of Agreement - Children’s Services Council of Palm Beach County

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Recommended By:  1/4/16
Department Director Date

Approved By:  1-22-16
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(25,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(25,000)	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes ___ No X

Budget Account No.: Fund 0001 Dept 150 Unit 1501 Rev Source 6943

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

The training expense previously approved by the Board on December 15, 2015 (R2015-1852) from FY2016 ad valorem will be reimbursed to the County by the Children's Services Council of Palm Beach County.

C. Departmental Fiscal Review: *Wendee Lyona* *Hobson*

III. REVIEW COMMENTS

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

Sherry Brown
FP AK
1/11 1/16/16 OFMB

Dr. J. Jackson 1/20/16
 Contract Dev. and Control
 B. Wheeler 1/20/16

B. Legal Sufficiency:

Debra C. Wright
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

MEMORANDUM OF AGREEMENT

This Agreement, entered into as of this ____ day of _____, 2016 by and between the **CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY** (hereinafter referred to as "CSC"), a political subdivision of the State of Florida and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), effective upon execution by the parties ("Effective Date") to June 30, 2016.

CSC has agreed to fund up to **\$25,000** to the COUNTY for the **reimbursement of training costs** paid by the COUNTY to The Forum for Youth Investment, a Washington, DC not-for-profit corporation authorized to do business in the State of Florida, in accordance with **Exhibit "A"**.

CSC agrees to transfer funds to COUNTY in accordance with the following schedule and terms:

1. Transfers from CSC to COUNTY for expenditures made prior to September 30, 2016 will be made in accordance with the following procedures:
 - a) A written request for funds from CSC by the COUNTY specifying the amount requested based upon the attached **Exhibit "A"**, Schedule of Payments.
 - b) The request will include copies of paid receipts, invoices, or other documentation sufficient to establish that the expense was actually incurred.
 - c) The request will be submitted to CSC in sufficient time as to allow 30 working days for processing.
2. No transfers will be made by CSC pursuant to this Memorandum of Agreement for expenditures made after June 30, 2016, and the COUNTY agrees to refund any of CSC's money advanced but not expended by June 30, 2016 within 45 days.
3. Both parties are aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from the either or both parties and their subcontractors and lower tier subcontractors. Both parties understand and agree that in addition to all other remedies and consequences provided by law, the failure of one of the parties or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the other party to be a material breach of this Agreement justifying its termination.
4. No provision of this Contract 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 and/or CSC.
5. The CSC warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

CSC has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CSC does

not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CSC will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.


CSC and the COUNTY agree to comply with the terms of this Memorandum of Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

ATTEST:

CHILDREN'S SERVICES COUNCIL
OF PALM BEACH COUNTY

By: 
Witness

By: 
Lisa Williams-Taylor, Ph.D.
Chief Executive Officer

Date: 12-8-15

Date: 12/8/15

ATTEST:

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

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: 
Tammy K. Fields, Director
Youth Services Department

Date: _____

Date: 12/21/15

EXHIBIT "A"

SCHEDULE OF PAYMENTS

On December 15, 2015, the COUNTY entered into a Contract for Consulting/Professional Services (R2015-XXXX) with the Forum for Youth Investment, a Washington, DC not-for-profit corporation authorized to do business in the State of Florida.

The Scope of Work consists of specific completion phases which identify certain deliverables as indicated below. CSC agrees to reimburse the COUNTY for the training cost associated with Component 3 in an amount not-to-exceed \$25,000, as follows:

COMPONENT	TASK/DELIVERABLE	TIMELINE	PAYMENT
COMPONENT 3 <i>Deliver a Big Picture Approach Institute</i>	Delivery of Big Picture Institute (collective impact training) for local stakeholders.	January 2016	\$25,000