

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	September 27, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire-Rescue




I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Memorandum of Agreement with the Children’s Services Council of Palm Beach County providing funding of up to \$50,000 for the Drowning Prevention Coalition for the period October 1, 2016 to September 30, 2017.

Summary: The Drowning Prevention Coalition program is managed by Palm Beach County Fire-Rescue. It is funded by multiple sources, including the Children’s Services Council (CSC) of Palm Beach County and the County’s General Fund. This Memorandum of Agreement provides the terms and conditions of the Children’s Services Council of Palm Beach County’s commitment to the County to provide funding of up to \$50,000 in FY 2017 for the Drowning Prevention Coalition program. This grant funding does not require a County match. Countywide (PK)

Background and Justification: The Palm Beach County Drowning Prevention Coalition program was relocated to Palm Beach County Fire-Rescue on October 1, 2000. The relocation gave the Drowning Prevention Coalition office space within Palm Beach County Fire-Rescue. The primary funding sources for this program in FY 2017 are a transfer from the County’s General Fund in the amount of \$172,193, which is accommodated for in the proposed FY 2017 budget, and the agreement with the Children’s Services Council of Palm Beach County in the amount of \$50,000. The Children’s Services Council’s contribution will defray some costs associated with the Drowning Prevention Coalition program.

Attachment: Memorandum of Agreement (2)

Recommended by:		9/12/16
	Deputy Chief	Date
Approved by:		9/16/2016
	Fire Rescue Administrator	Date
Approved by:		9/21/16
	Assistant 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	_____	<u>50,000</u>	_____	_____	_____
External Revenues	_____	<u>(50,000)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	_____	_____	_____

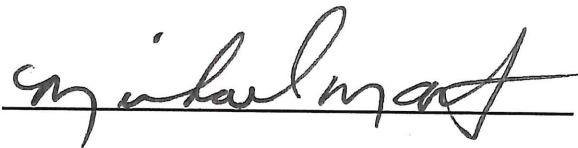
Is Item Included in Proposed Budget? Yes X No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4244 Rev Source 6694

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

This Memorandum of Agreement represents the CSC's funding for the Drowning Prevention Coalition for FY 2017, and is included in Fire-Rescue's proposed FY 2017 budget.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

 9/13/16
OFMB 9/13

 9/15/16
Contract Development and Control
9/20/16 TW

B. Legal Sufficiency


Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(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 "PBCBCC"), effective October 1, 2016 ("Effective Date") to September 30, 2017.

CSC has agreed to fund up to **\$50,000** to PBCBCC for the **Drowning Prevention Initiative** for the period October 1, 2016 through September 30, 2017. The CSC funds will be combined with funding from the PBCBCC.

CSC, as one of the funders of Drowning Prevention Initiative, agrees to transfer funds to PBCBCC in accordance with the following schedule and terms:

1. Transfers from CSC to the PBCBCC for expenditures made prior to September 30, 2017 will be made in accordance with the following procedures:
 - a) A written request for funds from CSC by the PBCBCC specifying the amount requested based upon the attached **Exhibit "A"**, Financial Reporting on Expenditures & Request for Reimbursement form.
 - b) The Financial Reporting on Expenditures & Request for Reimbursement form will outline how the previously advanced funds have been spent.
 - c) The request will be submitted to CSC in sufficient time as to allow 10 working days for processing.
2. The PBCBCC shall submit to the Council reports of effectiveness and include statistics and data on the number of persons served. Said reports shall be made on the Progress Report Form, **Exhibit "B"**, from the effective date of this Agreement on a quarterly basis.
3. No transfers will be made by CSC pursuant to this Memorandum of Agreement for expenditures made after September 30, 2017, and the PBCBCC agrees to refund any of CSC's money advanced but not expended by September 30, 2017 within 45 days.
4. Disallowable Expenditures: CSC reserves the right to disallow any expenditure that is considered inappropriate for the program or initiative it funds even if it falls within the expenditure limitations. CSC generally will not fund or reimburse the following:
 - a) The purchase of real property and/or renovations (permanent improvements to the property or site preparations).
 - b) Medical equipment, services or treatment (unless specifically referenced in the contract).
 - c) Mortgage payments, interest payments, financing agreements or long-term vehicle leases.
 - d) Staff entertainment expenses.
 - e) Alcoholic beverages.
 - f) Late fees or financing fees (for example: credit card late fees, late fees from lease agreements or on a standard bill).
 - g) Florida state sales tax on purchases made.
 - h) Expenses that are incurred outside of the budget period being billed for reimbursement.

- i) Bonuses to staff employed in its funded programs or initiatives
- j) Accrued vacation and sick time payouts except upon separation from employment as provided for in the personnel policies and procedures of the funded agency.

CSC reserves the right to disallow or seek repayment of any program-inappropriate expenditure including without limitation those addressed in the list above.

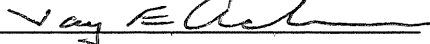
- 4. A final financial compilation report, accompanied by a Financial Reconciliation Statement (**Exhibit "C"**) accounting for all funds expended will be provided to CSC no later than November 15, 2017.
- 5. The parties to this Agreement are aware that the Inspector General of Palm Beach County has the authority to investigate and review matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain all records and documents in possession of the Council's contractors and subcontractors and lower tier subcontractors, as well as, any other person or entity doing business with the Council or receiving Council funds. The Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Council's contractors and subcontractors and lower tier subcontractors, as well as, any other person or entity doing business with the Council or receiving Council funds to fully cooperate with the Inspector General when requested may be deemed by the Council to be a material breach of this Agreement justifying its termination.
- 6. 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 PBCBCC and/or CSC.

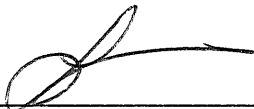
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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

ATTEST:

CHILDREN'S SERVICES COUNCIL OF
PALM BEACH COUNTY

By: 
Witness

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

Date: 7/25/16

Date: 7/25/16

ATTEST:

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
~~Mary L. Berger, Mayor~~
Mary Lou Berger, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

Date: _____

APPROVED AS TO TERMS AND CONDITIONS

By: 
Palm Beach County Fire-Rescue

Date: 09/12/2016

EXHIBIT 'A'

Financial Reporting on Expenditures & Request for Reimbursement form

Children's Services Council of Palm Beach County
Financial Reporting on Expenditures & Request for Reimbursement
For Period Ending: 09/ 30/2017

Agency:

Contract/MOA #:

Program:

Description	Total Program	Expenses for the Period / / to / /	Total Expenses to Date
Personnel			
(i) Salaries	116,285		
(ii) Fringe Benefits	60,192		
Travel	5,300		
Telephone	240		
Program Supplies	10,160		
Office Supplies	1,000		
Rent	0		
Other Cost			
(i) Learn to Swim Lessons	26,316		
(ii) Legal/SP Fees	1,000		
(iii) Maintenance	1,600		
(iv) Office-Professional Fees	100		
(v) Miscellaneous Expense			
Total	222,193		
Amount Paid By Other Sources	172,193		
CSC Amount	50,000		
CSC %	23.00%		

Advance Funds Received

Prior Advance Repayment

Advance Balance

Advance Payment This Period

Net CSC Funds Requested

CERTIFICATION

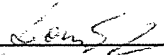
The undersigned certify that the information contained in this report is a true and accurate representation of the use of CSC funds as of the date of this report.

Prepared by: Bonnie Stein/Financial Analyst III

NAME/TITLE

6/9/2016

DATE

Approved by: 

NAME/TITLE

6/9/2016

DATE

Bonnie Stein/Financial Analyst III

EXHIBIT 'B'

Progress Report Form

Date Prepared by Provider: _____

CHILDREN’S SERVICES COUNCIL OF PALM BEACH COUNTY
PROGRESS REPORT FORM – Palm Beach County Board of County Commissioners/Drowning Prevention

REPORTING PERIOD: _____

PROJECT OBJECTIVES	ACCOMPLISHMENTS: THIS REPORTING PERIOD	ACCOMPLISHMENTS TO DATE	CHALLENGES/ CORRECTIVE ACTIONS TAKEN
1.			
2.			
3.			

***NOTE:** *This form is required for all Progress Reports/Final Reports.*

EXHIBIT 'C'
Financial Reconciliation Statement

As required by the provisions of the Memorandum of Agreement (MOA) between the Children’s Services Council of Palm Beach County (“CSC”) and Board of Commissioners Palm Beach County (“PBCBCC”) effective October 1, 2016, for the Drowning Prevention Initiative, attached is a final financial reconciliation of the funds provided by CSC.

As shown in the attached (mark applicable box):

☐ All funds provided by CSC were spent in accordance with the provisions of the MOA;

OR

☐ There were under expenditures in the amount of \$_____, which pursuant to the MOA, will be returned to CSC by **November 14, 2017**; all other funds were spent in accordance with the provisions of the MOA.

The undersigned states that he/she is the CFO or other individual dually authorized by the governing board of Palm Beach County to sign this type of document. The information attached is a true and accurate representation of the expenditure of CSC funds under the MOA.

Signature

Date

Print Name