

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	September 12, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		

I. EXECUTIVE BRIEF



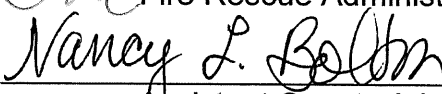
Motion and Title: Staff recommends motion to approve:

- A) Memorandum of Agreement with the Children's Services Council of Palm Beach County providing funding of up to \$100,000 for the Drowning Prevention Coalition for the period October 1, 2017 through September 30, 2018; and
- B) Budget Amendment of \$50,000 within the Fire/Rescue MSTU Fund for FY 2018 to recognize additional funding from the Children's Services Council of Palm Beach County.

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 \$100,000 in FY 2018 for the Drowning Prevention Coalition program, inclusive of funding of up to \$50,000 to specifically fund vouchers issued for swimming lessons. 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 funding sources for this program in FY 2018 are a transfer from the County's General Fund in the amount of \$175,792, which is accommodated for in the proposed FY 2018 budget, a balance brought forward of \$9,168, and the agreement with the Children's Services Council of Palm Beach County in the amount of \$100,000. The Children's Services Council's contribution will defray some costs associated with the Drowning Prevention Coalition program.

- Attachments:**
- 1. Memorandum of Agreement (2)
 - 2. Budget Amendment

Recommended by:		8/25/17
	Deputy Chief	Date
Approved by:		8/25/2017
	Fire Rescue Administrator	Date
Approved by:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

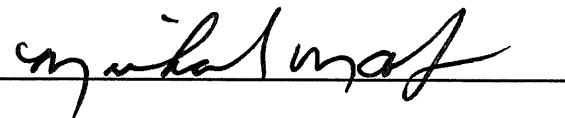
Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>284,960</u>	<u>293,508</u>	<u>302,314</u>	<u>311,383</u>
External Revenues	_____	<u>(100,000)</u>	<u>(50,000)</u>	<u>(50,000)</u>	<u>(50,000)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>184,960</u>	<u>243,508</u>	<u>252,314</u>	<u>311,383</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	<u>0</u>	<u>0</u>	<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 of \$100,000 for the Drowning Prevention Coalition for FY 2018. Of this amount, \$50,000 is included in Fire Rescue's proposed FY 2018 budget. Operating costs for FY 2019 through FY 2021 are calculated using a 3% increase assumption. External revenues received from the CSC are committed on an annual basis by their Board; however, their minimum annual contribution has been \$50,000 for the past fifteen (15) years. External revenues for FY 2019 through FY 2021 of \$50,000 are shown above.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 8/30/17
OFMB, 8/28/17 JB 8130

 9/13/17
Contract Development and Control
9/14/17 

B. Legal Sufficiency

 9/18/17
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 ____, 2017 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, 2017 ("Effective Date") to September 30, 2018.

CSC has agreed to fund up to **\$100,000** to PBCBCC for the **Drowning Prevention Initiative** for the period October 1, 2017 through September 30, 2018.

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, 2018 will be made in accordance with the following procedures:
 - a) \$50,000 will be transferred within 30 days of receipt of a written request for funds from CSC by the PBCBCC to be specifically set aside to fund swim lessons for children between the ages of 3 and 12.
 - b) \$50,000 to be allocated for Drowning Prevention Initiative program expenses, which will be combined with funding from the PBCBCC, will be transferred within 30 days of receipt of 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.
 - c) The request will be submitted to CSC in sufficient time as to allow 30 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, 2018, and the PBCBCC agrees to (1) refund any of CSC's money advanced but not expended by September 30, 2018 and (2) submit an executed Financial Reconciliation Statement (**Attached Exhibit "C"**) within 45 days of September 30, 2018.
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, 2018.
- 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.

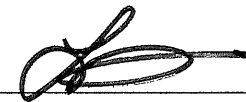
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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

ATTEST:

CHILDREN'S SERVICES COUNCIL OF
PALM BEACH COUNTY

By: 
Witness

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

Date: 8/20/17

Date: 8/21/17

ATTEST:

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, 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: 8/25/2017

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/ 30/2018

Agency: Palm Beach County Board of County Commissioners

Contract/MOA #:

Program: Drowning Prevention Coalition

Description	Total Program	Expenses for the Period ____/____/____ to ____/____/____	Total Expenses to Date
Personnel			
(i) Salaries	119,771		
(ii) Fringe Benefits	63,109		
Travel	5,300		
Telephone	200		
Program Supplies	7,860		
Office Supplies	1,000		
Rent			
Other Cost			
(i) Learn to Swim Lessons	85,020		
(ii) Legal/SP Fees	1,000		
(iii) Maintenance	1,600		
(iv) Office-Professional Fees	100		
(v) Miscellaneous Expense			
Total	284,960		
Amount Paid By Other Sources	184,960		
CSC Amount	100,000		
CSC %	35%		

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

5/19/2017
DATE

Approved by: _____
NAME/TITLE

5/19/2017
DATE

Bonnie Stein/Financial Analyst III

EXHIBIT 'B'

Progress Report Form

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, 2017, 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, 2018**; 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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

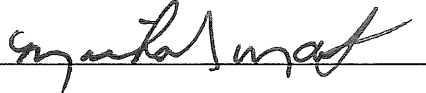
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BGRV - 440 - TBD
BGEX - 440 - TBD

FUND 1300 - FIRE RESCUE MSTU

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/25/17	REMAINING BALANCE
<u>Receipts and Balances</u>								
<u>Drowning Prevention Coalition</u>								
440-4244-6694	Grant From Oth Non-Govt	50,000	50,000	50,000		100,000		
	Total Receipts and Balances	381,462,596	381,462,596	50,000		381,512,596		
<u>Appropriations & Expenses</u>								
<u>Drowning Prevention Coalition</u>								
440-4244-3401	Other Contractual Services *	35,020	35,020	50,000		85,020	0	85,020
	Total Appropriations & Expenses	381,462,596	381,462,596	50,000	0	381,512,596		

Fire-Rescue	Signatures	Date	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION		8/28/17	At Meeting of September 15, 2017
Administration/Budget Department Approval			Deputy Clerk to the
OFMB Department - Posted			Board of County Commissioners