

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	August 25, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		

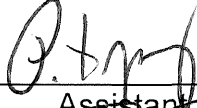
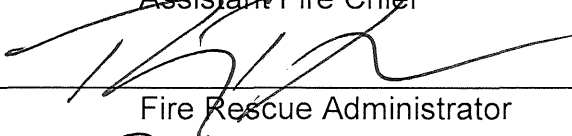
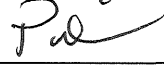
I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** Memorandum of Agreement (MOA) 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, 2020 through September 30, 2021.

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 MOA 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 2021 for the Drowning Prevention Coalition program, inclusive of funding of up to \$50,000 to specifically fund vouchers issued for swimming lessons. Although the County provides funding for the Drowning Prevention Coalition program, this CSC grant does not require a County match. Countywide (SB)

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 2021 include a transfer from the County’s General Fund in the amount of \$242,898, which is accounted for in the proposed FY 2021 budget, a balance brought forward of \$8,142, 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.

Attachment: Memorandum of Agreement (2)

Recommended by:		7-28-2020
	Assistant Fire Chief	Date
Approved by:		7/28/2020
	Fire Rescue Administrator	Date
Approved by:		8/17/20
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>351,040</u>	<u>361,571</u>	<u>332,494</u>	<u>342,469</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>251,040</u>	<u>272,809</u>	<u>282,494</u>	<u>292,469</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
 Does this item include the use of federal funds Yes No X

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 2021. Operating costs for FY 2022 through FY 2024 are calculated using a 0% increase assumption due to capital expenditures in FY 2021 that are not expected in FY 2022 through FY 2024. 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 eighteen (18) years. External revenues for FY 2022 through FY 2024 of \$50,000 are shown above.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 2/24/2020
 OFMB *[Signature]* 7/29

[Signature] 8/14/2020
 Contract Development and Control
 8-14-20 TW

B. Legal Sufficiency

[Signature] 8/14/2020
 Assistant County Attorney
 for Steven Burrows

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 _____, 2020 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, 2020 ("Effective Date") to September 30, 2021.

CSC has agreed to fund up to **\$100,000** to PBCBCC for the Drowning Prevention Coalition of Palm Beach County for the period October 1, 2020 through September 30, 2021.

CSC, as one of the funders of Drowning Prevention Coalition of Palm Beach County, 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, 2021 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 2 and 12.
 - b) \$50,000 to be allocated for Drowning Prevention Coalition of Palm Beach County 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 CSC quarterly reports of effectiveness and include statistics and data on the number of persons served.
3. No transfers will be made by CSC pursuant to this Memorandum of Agreement for expenditures made after September 30, 2021, and the PBCBCC agrees to (1) refund any of CSC's money advanced but not expended by September 30, 2021 and (2) submit an executed Financial Reconciliation Statement (**Attached Exhibit "B"**) within 45 days of September 30, 2021.
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.

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- 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.

5. A final financial compilation report, accompanied by a Financial Reconciliation Statement (**Exhibit "B"**) accounting for all funds expended will be provided to CSC no later than November 15, 2021.
6. The PBCBCC agrees to comply with the following requirements:
 - a) To maintain its financial books, records and documents in accordance with generally accepted accounting procedures and practices, so that they sufficiently and properly reflect all expenditures of funds provided by the CSC under this Agreement.
 - b) To ensure that these records are available for inspection, review or audit by persons duly authorized by the CSC to make such inspection, review or audit.
 - c) To retain all financial records, supporting documents, statistical records and any other documents pertinent to the Agreement for a period of six (6) years following termination of the Agreement or, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of all such audit findings.
 - d) To permit persons duly authorized by the CSC to have full access to and the right to examine:
 - I. Any of the materials described in section 6.a. – d. during the term of this Agreement; and
 - II. The premises where the program funded by the CSC is conducted, for purposes of monitoring said program.
7. The parties recognize that the COVID-19 pandemic may impact normal business operations, program capacity and child outcomes for an undetermined period. CSC and PBCBCC agree to partner in the development and continuous monitoring of protocols and strategies to protect the health and safety of PBCBCC staff and the children and families receiving CSC funded services.

PBCBCC also agrees to:

- a) Follow protocols recommended by public health and other government officials;
- b) Establish interim emergency processes as needed to adapt to the evolving conditions caused by COVID-19;
- c) Leverage technology capacities to minimize the disruption on work and the impact on children and families;
- d) Partner with CSC in the development of strategies to optimize resources and address programmatic challenges caused by COVID-19.
- e) Inform CSC of any conditions or events that may adversely alter PBCBCC's operations and its ability to meet any requirements under this Agreement. Notice to the CSC shall be submitted within 5 business days of the condition or event occurring. Notice to CSC shall not be construed to be a modification of the terms of the Agreement.
- f) Program Officers will work with providers, on a case-by case basis, to address situations in which the program identifies that a performance measure or measures will not be met,

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specifically related to a change in service delivery due to COVID-19 adaptations or restrictions.

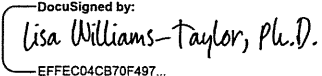
Availability of required trainings may be impacted by COVID-19. CSC will make information available about training availability and adjust the training requirements for PBCBCC as needed.

8. Effective January 1, 2021, pursuant to Section 448.095 F.S. (2020) PBCBCC and any subcontractors used to carry out the duties and responsibilities in this contract, shall register with and use the E-verify system to verify the work authorization for newly hired employees. Any subcontractors must provide to PBCBCC an affidavit stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States [see 448.095(2)(b)]. If CSC has a good faith belief that PBCBCC has knowingly violated 448.09(1) F.S., PBCBCC understands and agrees that CSC may immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.
9. 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 CSC's contractors and subcontractors and lower tier subcontractors, as well as, any other person or entity doing business with the CSC or receiving CSC funds. The PBCBCC understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the CSC's contractors and subcontractors and lower tier subcontractors, as well as, any other person or entity doing business with the CSC or receiving CSC funds to fully cooperate with the Inspector General when requested may be deemed by the CSC to be a material breach of this Agreement justifying its termination.
10. 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.

CHILDREN'S SERVICES COUNCIL OF
PALM BEACH COUNTY

By: 
Lisa Williams-Taylor, Ph.D.
Chief Executive Officer
7/23/2020
Date: _____

ATTEST:

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney
For Palm Beach County Attorney Steven Serrano
Date: 8/14/2020

APPROVED AS TO TERMS AND CONDITIONS

By: 
Palm Beach County Fire-Rescue

Date: _____

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EXHIBIT 'A'

Financial Reporting on Expenditures & Request for Reimbursement form

2020-21 Agmt 542 Drowning Prevention
7/21/2020

Children's Services Council of Palm Beach County
Financial Reporting on Expenditures & Request for Reimbursement
 For Period Ending: 09/30/2021

Agency: Palm Beach County Board of County Commissioners

Contract/MOA #: 542

Program: Drowning Prevention

Description	Total Program	Expenses for the Period	Total Expenses to Date
		____/____/____ to ____/____/____	
Personnel			
(i) Salaries	126,005		
(ii) Fringe Benefits	67,013		
Travel	2,000		
Telephone			
Program Supplies	57,022		
Office Supplies	1,000		
Rent			
Other Cost			
(i) Learn to Swim Lessons	95,000		
(ii) Legal/SP Fees	2,000		
(iii) Maintenance	1,000		
(iv) Office-Professional Fees			
(v) Miscellaneous Expense			
Total	351,040		
Amount Paid By Other Sources	251,040		
CSC Amount	100,000		
CSC %	28%		

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: Carrie-Ann Kopelakis, Fiscal Manager
 NAME/TITLE

05/05/2020
 DATE

Approved by: Carrie-Ann Kopelakis
 NAME/TITLE FISCAL MANAGER

05/05/2020
 DATE

EXHIBIT 'B'

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, 2020, for the Drowning Prevention Coalition of Palm Beach County, 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 15, 2021**; 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