

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> 0 </u>	_____	_____	_____	_____

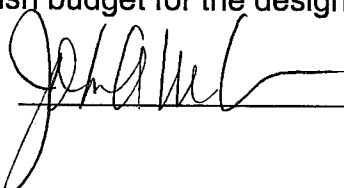
ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4244 Object VARIOUS

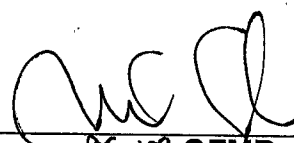
B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with the approval of this MOU. The DPC program is currently funded by the Children's Services Council and a transfer from the general fund. In the event of a grant award from alternate funding sources solicited by the Red Cross, Fire Rescue will prepare the necessary budget amendment documents to recognize the grant award and establish budget for the designated purchases.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 7/22/09
 OFMB
 CN 7/17/09

 7/22/09
 Contract Dev and Control
 Expires 7/22/09

B. Legal Sufficiency:

 7/22/09
 Assistant County Attorney

This Memorandum of Understanding complies with our review requirements.

C. Other Department Review:

 Department Director

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

**MEMORANDUM OF UNDERSTANDING RELATING TO
FUNDRAISING FOR THE DROWNING PREVENTION
COALITION OF PALM BEACH COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, (hereinafter "this Memorandum") is made and entered into this ____ day of _____, 2009, by and between the American Red Cross, Greater Palm Beach Area Chapter (hereinafter the "Red Cross"), by and through its Board of Directors, and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners.

WHEREAS, The Board of County Commissioners of Palm Beach County has established the Drowning Prevention Coalition for the purpose of advancing drowning prevention education and reducing Palm Beach County drowning, near drowning and other water related incidents within Palm Beach County, and

WHEREAS, The purpose of Red Cross is to help save lives, enhance safety education, recruit volunteers and improve the quality of life within the communities in which it serves, and

WHEREAS, Alternative funding sources must be identified and secured for the Drowning Prevention Coalition of Palm Beach County, in order to assure that water safety programs continue to be delivered to the community, and

WHEREAS, Both County and Red Cross have collaborated successfully on a variety of joint ventures and desire to provide sufficient funding in order to carry out the missions of both Red Cross and the Palm Beach County Drowning Prevention Coalition.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1: Purpose – The purpose of this Memorandum is to define a cooperative and mutually beneficial working relationship between Red Cross and County to enhance the delivery of drowning prevention programs within Palm Beach County and to secure additional funding sources specifically for the Drowning Prevention Coalition of Palm Beach County.

Section 2: Independence of Operations – Each party to this Memorandum shall maintain its own identity in providing services to the community and each organization is separately responsible for establishing its own policies, procedures and financial accountability.

Section 3: Cooperative Actions- Both parties will coordinate the delivery of their respective swimming and water safety activities in the following manner:

- A. Maintain a close liaison for the purpose of sharing data, information and changes in applicable legislation, as they relate to water safety.
- B. Include representatives from both parties in committees and task forces formed to improve water safety education.
- C. Maintain ongoing communications of potential funding opportunities that will benefit both parties.
- D. Develop a shared, strategic business plan to maximize the utilization of available resources and jointly obtained funding.

Section 4: Red Cross Responsibilities –

- A. Red Cross will research, apply for and/or solicit additional funding sources, specifically for the delivery of drowning prevention programs within Palm Beach County.
- B. When any such funding for drowning prevention has been secured, Red Cross shall convey that funding, in the form of grants, to the County and shall waive all administrative fees associated with that funding. Administrative fees due to Red Cross or County may be included in the program budget submitted with a grant proposal.
- C. Red Cross will provide technical support to the Drowning Prevention Coalition in the delivery of educational programs such as the “Schools and Pools” program.
- D. Red Cross shall provide materials for the delivery of Red Cross water safety programs to the County, at no expense to County.

Section 5: County Responsibilities –

- A. County, through the Drowning Prevention Coalition, shall assist Red Cross in identifying specific fund raising events and eligible grant programs and provide the necessary grant application prior to submission deadlines.
- B. County shall provide a quarterly report to Red Cross of community education programs delivered by the Drowning Prevention Coalition, which utilize Red Cross materials/programs.
- C. County agrees to utilize Red Cross water safety education programs exclusively in Drowning Prevention Coalition delivered water safety programs, unless mutually agreed by both parties that other programs are better suited for a specific delivery.
- D. County shall provide a written report to Red Cross annually, to demonstrate the effectiveness of Red Cross grant funded programs and financial accounting for all funds received from the Red Cross, during the previous year.

Section 6: Responsibilities of both Parties –

- A. Both parties agree to explore shared marketing resources in an effort to avoid duplication of services and increase the effectiveness of drowning prevention education within Palm Beach County.
- B. To encourage the mission and values of each party related to drowning prevention education.
- C. To display or use the name, emblem or trademarks of the other organization, only in the case of jointly defined programs and only with the prior consent of the other

organization. Red Cross may only use County Seal with the prior written consent of the County Administrator or designee.

- D. Allocate the responsibility for joint expenses on specifically identified programs, only in writing and in advance of any such commitment.

Section 7: Agency Contacts – All communications between parties as a result of this agreement shall be addressed to each party as follows:

For County:
Drowning Prevention Coalition of Palm Beach County
Attn: Anna Stewart, Program Manager
405 Pike Road
West Palm Beach, Florida, 33411

For Red Cross:
Greater Palm Beach Area Chapter
Attn: Linda Olson, Director, Safety Education
825 Fern Street
West Palm Beach, FL 33401

Section 8: Periodic Review – Both parties will, on an annual basis, on or around the anniversary date of this Memorandum, meet to jointly evaluate their progress in implementing this Memorandum, evaluate the effectiveness of collaborative efforts as established herein and to develop new strategies and/or goals as deemed appropriate by both parties.

Section 9: Miscellaneous – This Memorandum does not create a partnership or joint venture. Neither party to this Memorandum has the authority to bind the other to any obligation as set forth above, nor is it intended that this Memorandum be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this Memorandum shall be termination of this Memorandum with no damages or penalties to either party.

Section 10: Term and Termination- This Memorandum shall become effective upon execution by both parties and shall remain in effect for a period not to exceed three (3) years from the effective date. Three (3) months prior to the planned expiration, the parties shall meet to review the effectiveness of the identified cooperative effort and should both parties agree, this Memorandum may be extended for an additional three (3) year period. Such extension shall be in writing and signed by both parties. This Memorandum may be terminated by written notification from either party to the other party at any time and may be terminated for any reason or for no reason.

Section 11: Availability of Funds- County's performance under this Memorandum for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

(remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Memorandum of Understanding.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER, PALM BEACH
COUNTY

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


By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

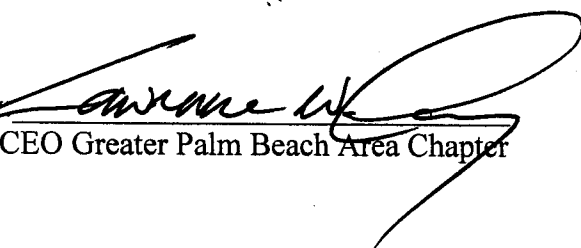
APPROVED AS TO TERMS AND
CONDITIONS

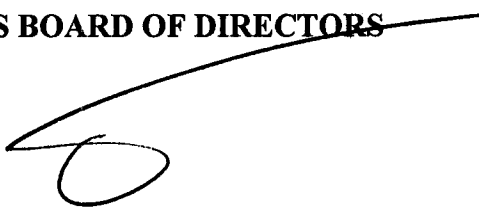
By: _____
Assistant County Attorney

By:  _____
For Drowning Prevention Coalition
Of Palm Beach County

ATTEST:

AMERICAN RED CROSS GREATER
PALM BEACH AREA CHAPTER
BY ITS BOARD OF DIRECTORS

By:  _____
CEO Greater Palm Beach Area Chapter

By:  _____
as Chapter Chairman