

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	September 13, 2022	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire Rescue

I. EXECUTIVE BRIEF

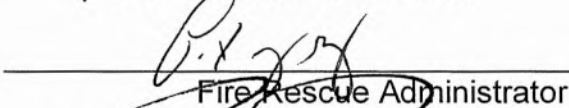
Motion and Title: Staff recommends motion to approve: Memorandum of Agreement (MOA) with the Children’s Services Council of Palm Beach County (CSC) providing funding of up to \$100,000 for the Drowning Prevention Coalition for a period of one (1) year, commencing on October 1, 2022 through September 30, 2023.

Summary: The MOA provides \$100,000 of funding from CSC for FY2023 for the Drowning Prevention Coalition program (DPC), managed by Palm Beach County Fire Rescue. The MOA allocates \$50,000 of the funds to DPC expenses and the remaining \$50,000 to fund vouchers for swimming lessons for children between the ages of 2 and 12. The vouchers are redeemed by the public at designated aquatic facilities within Palm Beach County. The DPC is funded with a transfer from the general fund and this CSC funding will defray some costs associated with the program. Countywide (RM)

Background and Justification: The DPC was established in 1996 to reduce drowning, near-drowning and other water related incidents by educating the public on water safety and basic rescue techniques, and on October 1, 2000, it was relocated to Palm Beach County Fire Rescue. The relocation gave the DPC office space within Palm Beach County Fire Rescue. CSC has been funding a portion of the DPC expenses and vouchers since 2004; this new MOA extends their partnership and support through the end of FY2023.

Attachment: Memorandum of Agreement (2)

Recommended by:  8-16-2022
F-57 Assistant Fire Chief Date

Approved by:  8-10-22
Fire Rescue Administrator Date

Approved by:  8/22/22
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	384,354	_____	_____	_____
External Revenues	_____	(100,000)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	284,354	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	0	_____	_____	_____	_____

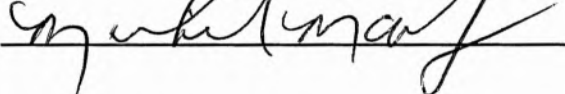
Is Item Included in Proposed Budget? Yes X No
Does this item include the use of federal funds Yes No X

Budget Account No.: Fund 1300 Dept 440 Unit 4244 Rev Source 6943*

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

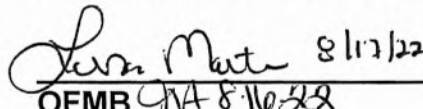
This Memorandum of Agreement represents the CSC's funding of \$100,000 for the Drowning Prevention Coalition for FY 2023.

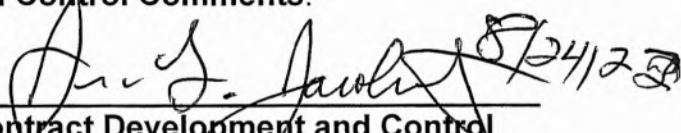
*Non board will be done on 10/1/22 to transfer funds from source code 6694 to 6943.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 8/17/22
OFMB 8-16-22

 8/24/22
Contract Development and Control
8-24-22 TW

B. Legal Sufficiency


Assistant County Attorney

C. Other Department Review:

Department Director

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

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

MEMORANDUM OF AGREEMENT

This Agreement, entered into as of this 1st day of September, 2022 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, 2022 ("Effective Date") to September 30, 2023.

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, 2022 through September 30, 2023.

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, 2023 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, 2023, and the PBCBCC agrees to (1) refund any of CSC's money advanced but not expended by September 30, 2023 and (2) submit an executed Financial Reconciliation Statement (**Attached Exhibit "B"**) within 45 days of September 30, 2023.
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.

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

- 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.

- 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, 2023.
- 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.

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

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

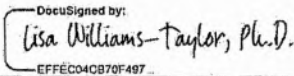
Availability of required trainings may be impacted by COVID-19. CSC will make information available about training availability and adjust the training requirements for PBCBCC as needed.

8. Pursuant to Section 448.095 F.S. Provider and any subcontractors used to carry out the duties and responsibilities in this contract, shall register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees. If applicable, Provider must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.
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.
11. Non-Discrimination: PBCBCC is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, CSC warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.
12. PBCBCC agrees that during the performance of its responsibilities set for this in Agreement that it will not take any action that constitutes an unlawful employment practice as set forth in section 760.10 (8)(a), Florida Statutes.

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

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
Date: 7/31/2022

ATTEST:

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

Date: _____

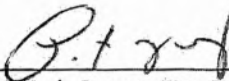
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

Date: _____

APPROVED AS TO TERMS AND CONDITIONS

By: 
Palm Beach County Fire-Rescue

Date: 8-16-2022

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

EXHIBIT 'A'

Financial Reporting on Expenditures & Request for Reimbursement form

2022-23 Agmt 542 Drowning Prevention
7/28/2022

Children's Services Council of Palm Beach County
Financial Reporting on Expenditures & Request for Reimbursement
For Period Ending: 09/30/2023

Agency: Palm Beach Board of County Commissioners Contract/MOA #: 542
Program: Drowning Prevention

Description	Total Program	Expenses for the Period / / to / /	Total Expenses to Date
Personnel			
(i) Salaries	161,386		
(ii) Fringe Benefits	76,066		
Travel	2,800		
Telephone			
Program Supplies	15,602		
Office Supplies	1,000		
Rent			
Other Cost			
(i) Learn to Swim Lessons	125,000		
(ii) Legal/SP Fees	2,000		
(iii) Maintenance	500		
(iv) Office-Professional Fees			
(v) Miscellaneous Expense			
Total	384,354		
Amount Paid By Other Sources	284,354		
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: Todd Taylor, Fiscal Manager 7/26/2022
NAME/TITLE DATE
Approved by: [Signature] 8/3/22
NAME/TITLE 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, 2022, 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, 2023**; 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