

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 14, 2023

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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 (CSC) providing funding in an amount not to exceed \$10,000 for processing fees associated with lifeguarding and water safety instructor certification courses taught by Parks and Recreation Certified Lifeguard Instructors for the period of March 14, 2023 through September 30, 2023.

**Summary:** The Parks and Recreation Department’s Aquatics Division provides lifeguarding and water safety certification courses to the public. The CSC has agreed to fund the lifeguarding and safety certification courses with the goal of removing financial barriers that may prevent enrollment. CSC will transfer an amount not to exceed \$10,000 within 30 days of receipt of written request for funds as outlined in the Agreement. This Agreement requires the County to provide a minimum of one (1) lifeguarding certification course every month and one (1) water safety instructor course bi-monthly, through September 30, 2023. Countywide (AH)

**Background and Justification:** The Parks and Recreation Department operates six (6) traditional swimming pools, two (2) waterparks and fourteen (14) ocean front or inlet beaches. These operations require staff to hold valid Lifeguard, First Aid, CPR, AED and Oxygen Administration certifications.

**Attachment:** Memorandum of Agreement

Recommended by: *Paul J. Cornell*  
Department Director

*2/17/23*  
Date

Approved by: *David M. Miller*  
Assistant County Administrator

*3/9/2023*  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>			Yes <u>X</u>	No _____	
<b>Does this item include use of federal funds?</b>			Yes _____	No _____	<u>X</u>

Budget Account No.: Fund 0001 Department 580 Unit Various  
 Object \_\_\_\_\_/Revenue Source 6690 Program \_\_\_\_\_

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

General Fund: Pools – 5302, 5303, 5304, 5305, 5306, 5307  
 Waterparks – 5234, 5251

This agreement will cover processing fees in an amount not to exceed \$10,000.

C. Departmental Fiscal Review: Rita Raymond

**III. REVIEW COMMENTS**

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

*Joe B... 2/21/23*  
Lisa M... 2/22/2023  
 OFMB JA 2/21

Dr. J. Jacob 3/3/23  
 Contract Development and Control  
*md 3/3/23*

**B. Legal Sufficiency:**

Anne Delgent 3/6/23  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY** (hereinafter referred to as "CSC"), an independent special district under the laws 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 "COUNTY").

WITNESSETH:

IN CONSIDERATION of mutual agreements hereinafter contained, the parties intending to be legally bound hereby agree as follows:

CSC agrees to transfer funds to the COUNTY in accordance with the following schedule and terms for services to be provided as outlined in the attached Exhibit "A".

1. Transfers from CSC to COUNTY will be made in accordance with the following procedures:

- a. CSC will transfer an amount not to exceed \$10,000.00 to COUNTY within 30 days of receipt of written request for funds as outlined in the Payment Schedule in Exhibit A.
- b. No transfers will be made by the CSC pursuant to this Memorandum of Agreement (MOA) after September 30, 2023.

2. This Agreement shall commence on the date of full execution of this Agreement (the "Effective Date"), and shall extend through September 30, 2023 unless terminated by either party.

3. CSC agrees to be liable for their negligent acts to the extent allowed in Section 768.28, Florida Statutes, as may be amended.

4. The COUNTY 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, the CSC warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

5. No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the COUNTY and/or CSC.

6. In executing this Agreement, the Parties certify that they are not listed on the Scrutinized Companies that Boycott Israel List nor are the Parties engaged in a boycott of Israel (as defined in 215.4725, F.S.), Parties agree, pursuant to section 287.135, F.S. that either Party may immediately terminate this Agreement if the other Party is found to have submitted a false certification or if Party is

7. CSC and the COUNTY warrant and represent that each are in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CSC and the COUNTY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CSC and the COUNTY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

The COUNTY and CSC shall terminate this Agreement if either has a good faith belief that the other has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the COUNTY or CSC has a good faith belief that the other party's a subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the party shall notify the other to terminate its contract with the subcontractor and CSC or the COUNTY, as applicable shall immediately terminate its contract with the subcontractor. If COUNTY or CSC terminates this Agreement pursuant to the above, CSC shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, CSC/COUNTY shall also be liable for any additional costs incurred by CSC/ COUNTY as a result of the termination, as applicable.

8. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Palm Beach county contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of CSC, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if CSC: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., CSC shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time CSC is specifically required to:

- a. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- b. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. CSC further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if CSC does not transfer the records to the public agency.

**IF CSC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CSC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

10. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement for any breach. If either Party intends to terminate this Agreement, notice shall be provided in writing no less than twenty-four (24) hours prior to the effective date of the termination. CSC's failure to terminate or suspend a COUNTY for past breaches of this Agreement shall not be construed as a waiver of its right to demand strict compliance with the terms of the Agreement or to terminate for said breaches or similar breaches, and shall not be construed to be a modification of the terms of the Agreement.

11. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach COUNTY, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

12. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or binding on the parties hereto. This Agreement shall not be modified unless in writing, signed by both parties hereto.

13. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

14. All notices required in this agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to COUNTY, notices shall be addressed to:

Palm Beach County Parks and Recreation Department  
Attn: Director of Parks and Recreation  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

If sent to the CSC, notices shall be addressed to:

Children's Services Council of Palm Beach County  
2300 High Ridge Road  
Boynton Beach, FL 33426  
Attn: Lisa Williams-Taylor, Ph.D.

15. This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. CSC shall execute by manual means only, unless the COUNTY provides otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CHILDREN'S SERVICES COUNCIL OF  
PALM BEACH COUNTY

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

DocuSigned by:  
*Lisa Williams-Taylor, Ph.D.*  
By: \_\_\_\_\_  
EFFEC04CB70F497...  
Lisa Williams-Taylor, Ph.D.  
Chief Executive Officer  
1/27/2023  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor  
Date: \_\_\_\_\_

ATTEST: JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

Senior Assistant County Attorney

By: *Armine Nelyand* 3/6/23  
Signature Date

APPROVED AS TO  
TERMS & CONDITIONS:

Department Director

By: *Jennifer O'Connell* 2/9/2023  
Signature Date

\* By signing this Electronic Signature Acknowledgement Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

**EXHIBIT "A"**

**DESCRIPTION OF SERVICES TO BE PROVIDED:**

The Palm Beach County Aquatics Division will offer a minimum of one lifeguarding course every month and one water safety instructor course bi-monthly, beginning March 14, 2023. The Aquatics Division agrees to waive all fees for the participants to receive training and provide the pools and instructors for the training. Children's Services Council of Palm Beach County will cover the processing fees for the trainees to receive American Red Cross (ARC) certification. ARC processing fees are currently \$38 per lifeguard trainee and \$37 for water safety instruction trainees. Should these fees change prior to the termination of this Agreement, COUNTY will notify CSC of said change and the parties will execute an amendment to this Agreement.

CSC agrees to promote the courses through its social media venues. The goal is to eliminate financial barriers that would deter individuals from becoming lifeguards and/or swim instructors. CSC will cover up to \$10,000 in processing fees from 3/14/2023-9/30/2023.

**COUNTY:** Aquatics Division of Palm Beach County Parks and Recreation  
Department

**ADDRESS:** 2700 6th Avenue  
Lake Worth, FL 33461  
Phone: 561-966-6630  
Email: JRDavis@pbcgov.org

**TERM OF AGREEMENT:** March 14, 2023 – September 30, 2023

**COMPENSATION:** Not to exceed \$10,000.00

**PAYMENT SCHEDULE:** COUNTY shall submit quarterly invoices indicating the number of lifeguard and water safety trainings conducted and the total amount for the time period covered by the invoice. To receive payment, COUNTY shall send invoices to [jon.burstein@cscpbc.org](mailto:jon.burstein@cscpbc.org) or mail invoices to the Children's Services Council of Palm Beach County, 2300 High Ridge Road, Boynton Beach, FL 33426, ATTN: Jon Burstein.

**CSC CONTACT:** Jon Burstein