

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 19, 2023 [X] Consent [] Regular
[] Workshop [] 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 per year for the Drowning Prevention Coalition for a period of two (2) years, commencing on October 1, 2023 through September 30, 2025.

Summary: The MOA provides \$100,000 of funding, per year, from CSC for FY2024 and FY2025 for the Drowning Prevention Coalition program (DPC), managed by Palm Beach County Fire Rescue. The MOA allocates \$50,000 of the funds, per year, 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 FY2025. For the past 3 fiscal years the DPC has provided, on average, 938 free/reduced cost swim lessons and 221 presentations/activities that target schools, adult/children presentations, summer camps and adult education programs.

Attachment: Memorandum of Agreement (2)

Recommended by: [Signature] 8-21-2023
Assistant Fire Chief Date
Approved by: [Signature] 8-21-2023
Fire Rescue Administrator Date
Approved by: [Signature] 9/1/2023
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	400,217	412,224*	_____	_____
External Revenues	_____	(100,000)	(100,000)	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	300,217	312,224	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

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

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 2024 and FY 2025.

*The Operating cost for FY 2025 is based on a 3% increase over FY 2024 operating budget.

C. Departmental Fiscal Review: Lauren Magienwski 8/17/23

III. REVIEW COMMENTS

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

Laura Mante 8/22/23
 OFMB JA 8/22/23

John J. Paulino 8/30/23
 Contract Development and Control
7/30/23

B. Legal Sufficiency

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Attachment

Memorandum of Agreement (6 pages ea)

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

MEMORANDUM OF AGREEMENT

This Agreement, entered into as of this _____ day of _____, 2023 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, 2023.

The term of this Agreement shall be for 1 year, starting October 1, 2023, and will automatically renew for 1 additional 1 year term unless either party gives written notice of intent not to renew at least ninety days prior to the end of the then current term. Either party may terminate this Agreement, without cause, upon ninety days written notice.

NOTE: This Agreement, even if fully executed, is contingent upon funding approval through the Council's annual TRIM and budget process; without such approval this Agreement is null and void.

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, 2023 through September 30, 2024, and up to **\$100,000** for the period, October 1, 2024 to September 30, 2025.

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, 2025 will be made in accordance with the following procedures:
 - a) Up to \$50,000 annually 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) Up to \$50,000 annually 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) PBCBCC will invoice CSC on a quarterly basis.
2. The PBCBCC will submit quarterly reports of effectiveness and include statistics and data on the number of persons served.
3. 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. 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 4.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.
5. 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.
6. 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.

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

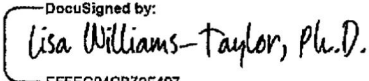
7. No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the PBCBCC and/or CSC.
8. **Non-Discrimination:** PBCBCC 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.
9. 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.

2023-25 PBCBCC 542 Drowning Prevention
7/13/2023

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: 
EF FEC04CB70F497...
Lisa Williams-Taylor, Ph.D.
Chief Executive Officer

Date: _____

ATTEST:

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

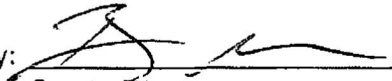
By: _____
Deputy Clerk

By: _____
Gregg Weiss, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney

Date: 8/21/23

APPROVED AS TO TERMS AND CONDITIONS

By: 
Palm Beach County Fire-Rescue

Date: _____

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

EXHIBIT 'A'

Financial Reporting on Expenditures & Request for Reimbursement form

2023-25 PBCBCC 542 Drowning Prevention
7/13/2023

Children's Services Council of Palm Beach County
Financial Reporting on Expenditures & Request for Reimbursement
 For Period Ending: 09/30/2024

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	176,228		
(ii) Fringe Benefits	80,221		
Travel	2,950		
Telephone			
Program Supplies	17,353		
Office Supplies	1,000		
Rent			
Other Cost			
(i) Learn to Swim Lessons	120,000		
(ii) Legal/SP Fees	2,000		
(iii) Maintenance	500		
(iv) Office-Professional Fees			
(v) Miscellaneous Expense			
Total	400,252		
Amount Paid By Other Sources	300,252		
CSC Amount	100,000		
CSC %	33%		

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
 NAME/TITLE

4/28/2023
 DATE

Approved by: 
 NAME/TITLE

4/28/2023
 DATE

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

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2023-25 PBCBCC 542 Drowning Prevention
7/13/2023

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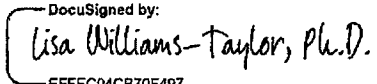
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2023-25 PBCBCC 542 Drowning Prevention
7/13/2023

MOA #: 542
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CHILDREN'S SERVICES COUNCIL OF
PALM BEACH COUNTY

By: 

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

Date: _____

ATTEST:

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

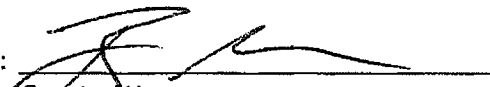
By: _____
Deputy Clerk

By: _____
Gregg Weiss, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 

County Attorney

Date: 8/31/23

APPROVED AS TO TERMS AND CONDITIONS

By: 

Palm Beach County Fire-Rescue

Date: _____

MOA #: 542
PBCBCC/PBCFR Drowning Prevention

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2023-25 PBCBCC 542 Drowning Prevention
7/13/2023

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CERTIFICATION

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Prepared by: Todd Taylor, Fiscal Manager
 NAME/TITLE

4/28/2023
 DATE

Approved by: 
 NAME/TITLE

4/28/2023
 DATE