PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 9, 2025	[X] Consent [] Workshop	[] Regular [] Public Hearing
Department:	Fire Rescue		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) a Memorandum of Agreement (MOA) between Palm Beach County and the Children's Services Council of Palm Beach County (CSC) providing funding of up to \$137,500 for the Drowning Prevention Coalition (DPC) for a period of one (1) year, commencing on October 1, 2025, through September 30, 2026; and
- **B)** a Budget Amendment of \$37,500 within the Fire/Rescue Municipal Service Taxing Unit to recognize the funding from CSC.

Summary: The MOA provides \$137,500 of funding from CSC for FY2026 for the DPC program, managed by Palm Beach County Fire Rescue. The MOA allocates \$50,000 of the funds to DPC expenses, \$50,000 to fund vouchers for swimming lessons for children between the ages of two (2) and 17 within Palm Beach County with the exception of Pioneer Park. The remaining \$37,500 will fund the Glades Swim Initiative at Pioneer Park Aquatic Center in Belle Glade, to cover the costs of swimming lessons and group transportation. The vouchers are redeemed by the public at designated aquatic facilities within Palm Beach County. The DPC is funded by 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. On October 1, 2000, the DPC 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 FY2026. For the past two (2) fiscal years the DPC has provided, on average, free/reduced cost swim lessons that have benefitted 3971 children and 745 presentations/activities that target schools, adult/children presentations, summer camps and adult education programs.

Attachments:

- 1. Memorandum of Agreement (2)
- 2. Budget Amendment

Recommended by:	author of the second	8-4-2-
-	Assistant Fire Chief	Date
Approved by:	and the come	P-1-25
	Fire Rescue Administrator	Date
Approved by:	for hov	8/2014
•	 Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of Fi	iscal Impac	t:			
Capit Oper Exter Prog	al Years tal Expenditures rating Costs rnal Revenues ram Income (County) nd Match (County)	2025	\$411,580 (137,500)	2027	2028	2029
# AD	FISCAL IMPACT DITIONAL FTE ITIONS (Cumulative)		0	4		*******************************
Does	m Included in Proposed E this item include the use this item include the use	of Federal	Funds? Yes_			
Budg	get Account No.: Fund	<u>1300</u> De	pt <u>440</u> Unit	4244 Rev	Source <u>6943</u>	<u>3</u>
B.	Recommended Sources	of Funds/S	Summary of Fis	cal Impact	:	
	This Memorandum of A Drowning Prevention Coa	-	-	CSC's fund	ding of \$137	,500 for the
C.	Departmental Fiscal Rev	/iew: Wu	Boole	8/4,	12025	
		III. <u>REV</u>	IEW COMMEN	<u>rs</u>		
A.	OFMB Fiscal and/or Cor	ntract Deve	lopment and C	gntrol Com	ments:	
	Sur Mut B	1612025 PA-815 VS-816	Conti	M/s	pment and C	Ontrol 76 8.9
В.	Legal Sufficiency	12010		,		
	Assistant County Attorn	ney				
C.	Other Department Revie	∌w:				
	Department Director					

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

MEMORANDUM OF AGREEMENT

This Agreement, entered into as of this day of <u>September</u>, 2025 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, 2025.

The term of this Agreement shall be for 1 year, starting October 1, 2025, 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 \$137,500 to PBCBCC for the Drowning Prevention Coalition of Palm Beach County for the period October 1, 2025 through September 30, 2026. The funds are to be used as follows:

- a) Up to \$50,000 to be specifically allocated to fund swim lessons for children between the ages of 2 and 17 at all pools, with PBCBCC, with the exception of Pioneer Park.
- b) Up to \$37,500 to be used as part of the Glades Swim Initiative. The funds to be allocated to facilitate swimming lessons at Pioneer Park Aquatic Center in Belle Glade. These funds can also be used to cover the costs associated with the swimming lessons and to cover transportation costs for groups or schools to access the facility.
- c) Up to \$50,000 to be allocated for Drowning Prevention Coalition of Palm Beach County program expenses, which will be combined with funding from the PBCBCC.

Transfers from CSC to the PBCBCC for expenditures will be made on a quarterly basis specifying the amount requested using the attached **Exhibit "A"**, Financial Reporting on Expenditures & Request for Reimbursement form. No funds will be transferred from CSC to PBCBCC after September 30, 2026.

- 1. The PBCBCC will submit quarterly reports on effectiveness and include statistics and data on the number of people served.
- 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
- Accrued vacation and sick time payouts <u>except</u> 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.

- 3. 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:
 - 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.
- 4. 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.
- 5. 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.
- 6. 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 PBCBCC and/or CSC.
- 7. 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, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

8.	PBCBCC agrees that during the performance of its responsibilities set for this in will not take any action that constitutes an unlawful employment practice as se 760.10 (8)(a), Florida Statutes.	Agreement that it et forth in section
		•
	25-26 Palm Beach Board of County Commissioners 542 Drowning Prevention 25/2025	3
		and the second s

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. Lisa Williams-Taylor, Ph.D. Chief Executive Officer
ATTEST: MICHAEL A. CARUSO CLERK & COMPTROLLER	Date: PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Maria G. Marino, Mayor
Date:	Date:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By: County Attorney	
Date: 8/4/25	
APPROVED AS TO TERMS AND CONDITIONS	
By: Palm Beach County Fire-Rescue	
Date:	

EXHIBIT 'A'

Financial Reporting on Expenditures & Request for Reimbursement form

2025-26 Palm Beach Board of County Commissioners 542 Drowning Prevention 6/25/2025

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Children's Services Council of Palm Beach County Financial Reporting on Expenditures & Request for Reimbursement

For Period Ending: 09/30/2026

Agency: Palm Beach Board of County Commissioners

Contract/MOA #: 542

Program: Drowning Prevention

Description	Total Program	or the Period 0 09/30/2026	Total Expense to Date	2S
Personnel				
(i) Salaries	\$ 198,282.00	\$ _	\$	
(Ii) Fringe Benefits	\$ 88,469.00	\$ -	\$	-
		\$ -	\$	-
Travel	\$ 2,000.00	\$ -	\$	-
Telephone	\$ 500.00	\$ -	\$	- :
Program Supplies	\$ 11,000.00	\$ -	\$	_ = !
Office Supplies	\$ 1,000.00	\$ -	\$	-
Rent	\$ -	\$ *	\$	-
Other Cost				
(i) Learn to Swirn Lessons	\$ 100,000.00	\$ -	\$	-
(ii) Legal/SP Fees	\$ 2,000.00	\$ _	\$	-
(iii) Maintenance	\$ 878.00	\$ -	\$	
(iv) Office-Professional Fees	\$ 950.00	\$ 	\$	-
(v) Miscellaneous Expense	\$ 6,501.00	\$ -	\$	-
Total	\$ 411,580.00	\$ 	\$	
Amount Paid By Other Sources	\$ 274,080.00	\$ -	\$	_
CSC Amount	\$ 137,500.00	\$ -	\$	
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:	Bree Coplen B.	DOC - The first in the second	5/15/25	
	NAME/TITLE	Bree Coplen/Fiscal Manager	DATE	
Approved by:	Lauren Magicrowski A	Palm-Beach County Fire Rescue	5/15/25	
	NAME/TITLE	Lauren Magierowski/Finance Director	DATE	



BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

BGRV	072125*0509
BGEX	072125*1595

FUND 1300-FIRE RESCUE MSTU

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 07/21/25	REMAINING BALANCE
<u>REVENUES</u>									
1300-440-4244-6943	Reimbursed Expenses - Other	Drowning Prevention Coalition	100,000	100,000	37,500	0	137,500		
			0	0	0	0	0		
	Total Fund Revenues		797,781,429	797,781,429	37,500	0	797,818,929	-	
EXPENDITURES									
1300-440-4244-3401	Other Contractual Services	Drowning Prevention Coalition	100,000	100,000	37,500	0	137,500		137,500
			0	0	0	0	0		0
	Total Fund Expenditures		797,781,429	797,781,429	37,500	0	797,818,929	-	

SIGNATURES	DATES
Initiating Department/Division	July 24, 2025
Administration/Budget Department Approval	8/6/2020
Administration/sodget Department Approvat	
OFMB Department - Posted	

BY BOARD OF COUNTY COMMISSIONERS							
At Meeting of:	9-Sep-25						
•	outy Clerk to the County Commissioners						