

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 12, 2006	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Memorandum of Agreement with the United Way of Palm Beach County to support the Community Food Alliance in an amount not to exceed \$25,000 for the period October 1, 2006, through September 30, 2007.

Summary: The County continues to partner with the United Way to provide staff support of the Palm Beach County Community Food Alliance. This Alliance implements the countywide Community Food Security Action Plan to decrease hunger in Palm Beach County. This action plan was developed as a result of the 2004 Food Security Survey. Funding from the County will be matched by United Way for the support of the salary/benefits and related expenses of the Community Food Alliance Coordinator. A total of \$25,000 in County funds are included in the FY 2007, budget. County obligations under this contract are subject to budget approval.

(Human Services) Countywide (TKF)

Background and Justification: Partner agencies that comprise the membership of the Community Food Alliance include those who provide food/meals to the food insecure in Palm Beach County. In the spring of 2007, it is anticipated that an updated survey will be conducted which will provide additional data to focus planning to meet the needs of the food insecure residents of the county. This contract continues funding for the support of salary/benefits of the Community Food Security Coordinator.

Attachments: Memorandum of Agreement

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Recommended by:	<u>Edward L. Rich</u>	<u>Aug 23 2006</u>
	Department Director	Date
Approved by:	<u>J. H.</u>	<u>9-5-06</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2007</u>
Capital Expenditures	_____	_____	_____	_____	
Operating Costs	_____	<u>25,000</u>	_____	_____	
External Revenue	_____	_____	_____	_____	
Program Income (County)	_____	_____	_____	_____	
In-Kind Match (County)	_____	_____	_____	_____	
NET FISCAL IMPACT	_____	<u>25,000</u>	_____	_____	
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	

Is Item Included In ^{2007 Proposed} Current Budget: Yes X No
Budget Account No.: Fund 0001 Dept. 148 Unit 1310 Obj. 3401
Program Code: HA30 Program Period: FY07

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

REDLH
Departmental Fiscal Review

III. REVIEW COMMENTS

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

Jan Del 8-28-06
OFMB 88 8/25/06
DM 8/24/06
8/31/06
Shirley J. Jancik 8/31/06
Contract Dev. and Control

B. Legal Sufficiency:

ZZZ 9/6/06
Assistant County Attorney

C. Other Department Review:

Department Director

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

MEMORANDUM OF AGREEMENT

United Way of Palm Beach County, Inc. (United Way) and the Palm Beach County Board of County Commissioners (BCC) have agreed to co-fund staff support of the Palm Beach County Community Food Alliance, from October 1, 2006 through September 30, 2007.

The Palm Beach County Board of County Commissioners agrees to provide up to a maximum of \$25,000 in accordance with the following terms:

1. All funds related to this agreement will be used for the sole purpose of paying a portion of the salary for Community Food Alliance Coordinator.
2. United Way will bill on a cost reimbursement monthly.
3. The funds will be expended between October 1, 2006 and September 30, 2007.
4. The Community Food Alliance Coordinator will support the committee representatives and the programs that are products of the Community Food Alliance.
5. Throughout the term of this Memorandum of Agreement and for a period of seven years thereafter, the BCC shall be entitled to review and inspect the books and records of United Way which relate to the subject matter of this Memorandum of Agreement for the purposes of ensuring United Way's compliance with the terms hereof. If at any time the BCC determines that monies were not expended for the purposes herein, United Way shall immediately reimburse the BCC upon written request for same by the BCC.
6. Relationship of Parties. The relationship between the BCC and United Way is that of independent contractors, and neither shall be considered a joint venture, partner, agent or representative or other relationship of the other for any purpose expressly or by implication. Accordingly, no rights or interests granted herein by the BCC shall be deemed to confer any rights of sovereign immunity to United Way, its officers, directors, employees, agents, independent contractors and representatives, and as such, all rights and interests of sovereign immunity shall be strictly limited to the BCC under the laws and constitution of the State of Florida. United Way shall not for itself, and it shall ensure that its officers, directors, employees, agents, independent contractors and representatives do not assert as a defense or claim any rights of sovereign immunity in any legal or other proceeding. United Way agrees to indemnify, defend and hold the BCC harmless from any and all damages, claims, losses including attorneys' fees and costs at all levels of trial and appeal, resulting from a breach of this provision by United Way and any of its officers, employees, agents, independent contractors and representatives.

7. Sovereign Immunity. This agreement shall not be construed as constituting a waiver of any rights to sovereign immunity to the BCC under the laws and constitution of the State of Florida.
8. Indemnification. United Way agrees to indemnify, defend and hold the BCC, its Commissioners, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, action, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, as a result of any negligent or intentional act of United Way or any officer, director, employee, agent, independent contractor and representative of United Way.
9. Entire Agreement. This agreement constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all other negotiations, understandings and representations, if any, made by and between the parties.

The BCC and United Way agree to comply with the terms of this Memorandum of Agreement.

By: _____
Tony Masilotti, Chairman

Palm Beach County Board of
County Commissioners

By: _____
Sharon R. Bock, Clerk
and Comptroller
Board of County
Commissioners

Date _____

By: Wayne Cunningham
Wayne Cunningham, Chief Operating Officer
United Way of Palm Beach County, Inc.

Date 7/20/06

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

County Attorney

Department Head