Agenda Item #:

3A2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006	[X]	Consent Ordinance	[] []	Regular Public Hearing				
Department:		Ordinance	Li	r ublic riearing				
Submitted By: Administration								
Submitted For:	=====	========	====	========				
I. EXECUTIVE BRIEF								
Motion and Title: Staff recommends with United Way of Palm Beach Coassessment and protocol development social service component.	unty in	the amount	of \$30	0,000 to support the				
Summary: All funds related to this supporting the Community Alliance of Padevelopment of Palm Beach County's conducted by Dorothy Schwab, PhD. T 1, 2006 through December 31, 2006 with the fiscal agent. Funding for this Memora Government expenditures. Countywid	alm Bea Unified he wor h the Ui andum (ach County in t Family Court' k will be perfo nited Way of P of Agreement v	he asse s socia rmed c alm Be	essment and protocol al service component luring the period May each County acting as				
Background and Policy Issues: United select Community Alliance activities, in conduct assessment of Palm Beach Community and develop new protocol for the social Facilitating the overall Assessment Phaservice system relating to Domestic Victory Developing all Assessment Phase Our Development Phase workgroup process mapping of this new protocol; Development Phase products.	nas cor unty's L service ase wo olence, tcome ss; Ass	ntracted with I United Family (E program. So orkgroup proce Delinquency, Projects; Faci sisting in design	Dorothy Court so ome of ess, ma and Do litating	y Schwab, PhD., to ocial service program the activities include: ap the current social ependency Systems; the overall Protocola single system and				
Attachments:								
Memorandum of Agreement								
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Recommended by: Depa	NA rtment	Director		Date				
Viile		5	1	10/21/06				
Approved By: Assistant C	<i>∐∬ ∠</i> øuntv /	Administrator	10_	Date				

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact	:			
Fiscal Years	20 <u>0</u> 7_	20	20	20	20
Capital Expenditures Operating Costs External Revenues Program Income (County)	30,000				
In-Kind Match (County)				*	
NET FISCAL IMPACT	30,000	 .			· · · · · · · · · · · · · · · · · · ·
No. ADDITIONAL FTE POSITIONS (Cumulative)				· · · · · · · · · · · · · · · · · · ·	
Is Item Included In Current Bu Budget Account No.: Fund Object <u>\$201</u> Rep	0001	Departm	nent <u>760</u>		7601
B. Recommended Sources General Fund - General			y of Fisca	l Impact:	
C. Departmental Fiscal Re	view: _		· · · · · · · · · · · · · · · · · · ·		
II	I. <u>REVIE</u>	N COMME	ENTS		
A. OFMB Fiscal and/or Co	ntract Dev	/. and Co	ntrol Comi	nents:	
OFMB OKA	2-07	<i>%</i>	Contrac	Dev. and	01 1/6/0 (d Control
B. Legal Sufficiency:	1/,				
Assistant County Attor	7 06 ney				
C. Other Department Revie	w:				
Department Direc	tor				

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Memorandum of Agreement

This Memorandum of Agreement is made and entered into between Palm Beach County Board of County Commissioners and the United Way of Palm Beach County, Inc., this _______ day of ______ octobe______, 2006. The Palm Beach County Board of County Commissioners has agreed to participate in funding the services of Dorothy Schwab, PhD., through the United Way of Palm Beach County to support the Community Alliance of Palm Beach County.

The Palm Beach County Board of County Commissioners (BCC) agrees to provide up to a maximum of \$30,000 in accordance with the following terms:

- 1. All funds related to this agreement will be used for the sole purpose of supporting the Community Alliance of Palm Beach County in the assessment and protocol development of Palm Beach County's Unified Family Court's social service component as identified in the attached Scope of Services.
- 2. The funds will be expended between May 1, 2006 and December 31, 2006.
- 3. Throughout the term of this Memorandum of Agreement and for a period of seven (7) 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 thereof. If, at any time, the BCC determines that monies were not expended for the purposes herein, United Way shall immediately, upon demand, reimburse the BCC upon written request for same by the BCC.
- 4. Relationship of Parties. The relationship between the BCC and United Way is that of independent contractors, and neither shall be considered a joint venturer, 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 and shall be strictly limited to the BCC under the laws and constitution of the State of Florida. United Way shall ensure that it, 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 administrative proceeding.
- 5. <u>Sovereign Immunity</u>. 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.

- 6. <u>Indemnification</u>. 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.
- 7. <u>Entire Agreement</u>. This agreement constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes 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 Scott B. Badesch, President & CEO Board of County Commissioners United Way of Palm Beach County Palm Beach County, Florida 10/16/01 Date: Date: Approved as to Form and **Approved as to Terms** Legal Sufficiency and Conditions County Attorne Vincent J. Bonvento **Assistant County Administrator** ATTEST:

Sharon R. Bock, Clerk & Comptroller

Deputy Clerk

Palm Beach County

By:__

Scope of Services

A. Assessment Phase:

- 1. Facilitate the overall Assessment Phase workgroup process.
- 2. Map (wire-diagram) the current social service system relating to
 - (a) Domestic Violence,
 - (b) Delinquency, and
 - (c) Dependency Systems in Palm Beach County.
- 3. Develop all Assessment Phase outcome projects.

B. Protocol Development Phase:

- 1. Facilitate the overall Protocol Development Phase workgroup process.
- 2. Assist in designing a single system (protocol) for the Palm Beach County's Unified Family Court's social service component.
- 3. Map (wire-diagram) the new protocol.
- 4. Develop all Protocol Development Phase outcome products.