

3A2

Recommended by: NA Department Director Date _____

Approved By: Vincent Bonvento 10/31/06 Assistant County Administrator Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	20	20	20	20
Capital Expenditures					
Operating Costs	30,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	30,000				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes _____ No X
Budget Account No.: Fund 0001 Department 760 Unit 7601
Object 8201 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: General Fund - General Government

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature] 11-2-06
OFMB
adm 11-1-06 DM 11-7-06

[Signature] 11/6/06
Contract Dev. and Control
C. Renee 11/4/06

B. Legal Sufficiency:

[Signature] 11/7/06
Assistant County Attorney

C. Other Department Review:

Department Director

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 16 day of October, 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. 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.

6. 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.
7. Entire Agreement. 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~~
Board of County Commissioners
Palm Beach County, Florida

BY: _____
Scott B. Badesch, President & CEO
United Way of Palm Beach County

Date: _____

Date: 10/16/01

**Approved as to Form and
Legal Sufficiency**

County Attorney

**Approved as to Terms
and Conditions**

Vincent J. Bonvento
Assistant County Administrator

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: _____
Deputy Clerk

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.