Agenda Item: 3E-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

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Meeting Date:	June 19, 2007	[X] []	Consent Ordinance]]]]	Regular Public Hearing
Department						
	Community Serv	ices				· · ·
Submitted For:	Human Services	Division				
~~~~	. EX		E BRIEF			

#### Motion and Title: Staff recommends motion to approve:

**A)** Memorandum Of Agreement (MOA) with United Way of Palm Beach County, Inc. (United Way) and Palm Beach County Disaster Recovery Coalition, Inc. (Disaster Recovery Coalition) for the period February 28, 2007 through June 30, 2007, providing to the County an amount not to exceed \$45,450 for disaster recovery services; and

B) Budget Amendment of \$30,300 in the General Fund for the Division of Human Services.

C) Budget Amendment of \$15,150 in the General Fund for the Department of Public Safety.

**Summary:** This MOA with United Way and Palm Beach County Disaster Recovery Coalition, Inc. will support staffing and related expenses for the Division of Human Services and Public Safety Department for FEMA Closeout case management for individuals/families currently residing in FEMA or other Hurricane Wilma grant related housing. The MOA funds allow Palm Beach County to continue its efforts to ensure an adequate exit strategy is completed for individuals and families currently utilizing temporary housing. (Human Services) <u>Countywide</u> (TKF)

**Background and Justification:** Disaster preparedness activities have been accelerated and expanded since the onset of multiple hurricanes affecting Palm Beach County in 2004 and 2005. The expanded efforts have included additional planning to meet human services needs and to accelerate recovery projects utilizing not-for-profit agencies and faith-based organizations. The County has formed a partnership with the Disaster Recovery Coalition to more efficiently utilize the services of not-for-profit and faith-based organizations. This post case management and recovery service is in support of the Palm Beach County Comprehensive Emergency Management Plan.

#### Attachments:

- A. MOA with United Way of Palm Beach County, Inc.
- B. Division of Human Services Budget Amendment
- **C.** Public Safety Department Budget Amendment

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Recommended By:	900 0 0 0	/

**Department Director** 

Approved By:

**Assistant County Administrator** 

Date

Date

## **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	<u>2010</u>
	<u>45,450</u> <u>45,450</u> )			
NET FISCAL IMPACT				
# ADDITIONAL FTS POSITIONS (Cumulative)				
Is Item Included In Curre Budget Account No.:	Fund 0001	Yes Dept. <u>148/66</u> ode <u>various</u>	0_ Unit <u>1310</u> Program Pe	No <u>X</u> /7100 Obj. <u>1301</u> riod: <u>FY07</u>

Recommended Sources of Funds/Summary of Fiscal Impact: Funding from PBC Disaster Recovery Coalition, INC. Β.

Departmental Fiscal Review:

III. REVIEW COMMENTS

**OFMB Fiscal and/or Contract Administration Comments:** Α.

6/4/7

Legal Sufficiency: Β.

Moureen Ceulla For T. Fields

**Assistant County Attorney** 

C. **Other Department Review:** 

## **Department Director**

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

Hu J. Jacob J 619/07 Contract Administration At the time of our rentan, the MOA was not executed.

### MEMORANDUM OF AGREEMENT FEMA Closeout Case Management Support

WHEREAS, <u>United Way of Palm Beach County</u> (herein after referred to as United Way), in its role as the fiscal agent for the <u>Palm Beach County Disaster Recovery</u> <u>Coalition, Inc</u>., enters into this Agreement for \$45,450.00 with the <u>Palm Beach County</u> <u>Board of County Commissioners</u>, hereinafter referred to as Board of County Commissioners, for the sole purpose of paying for salary/wage(s) and related expenses for FEMA Closeout case management support for the period of February 28 - June 30, 2007.

#### I. Palm Beach County Board of County Commissioners agrees:

c.

- a. Per Volunteer Florida Hurricane Relief Fund terms, this funding will be provided with an initial 50% (\$22,725.00) allotment upon a full execution of this Agreement. All additional allocations will be made as the funds are expended and reported upon to the Foundation by United Way. Funding for direct services is not to exceed the total award. All funds must be expended prior to June 30, 2007.
- b. To provide to United Way a report setting forth how the awarded funds were spent (such report to be in the attached form(s) as specified by Volunteer Florida Foundation). The report will include, but is not limited to: housing plans for individual clients, financial guides and other services provided to clients, information on individual assistance demonstrating how these funds assisted individuals/families in the development of an exit strategy from FEMA housing, tracking of volunteers and hours worked, update on media efforts, and documentation for expense reconciliation. (*This report will serve as request for each installment following the* original 25% award. Subsequent installments will not be made until a complete report for the previous installment is received.) Reports are due to United Way on the 1st of each month.

Funds will be expended beginning February 28 to June 30, 2007 on a cost reimbursement basis and in accordance with County payroll schedules. Payroll ledgers demonstrating charges to awards for salaries /wages will serve as documented payrolls and must be supported by personnel activity reports. Please see Circular No. A-122 for additional information required in activity reports. Requests for reimbursement of salary/wage expenditures already incurred may be submitted for reimbursement at any time upon commencement of this Agreement.

d. The County shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations. UNITED WAY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY's place of business.

e. To utilize the United Way Volunteer Center programs and services, and register volunteer needs on the web site.

f. To actively participate in the Palm Beach County Disaster Recovery Committee, Inc.

g. By signing this Agreement it will adhere to the current policy regarding non-discrimination in serving any and all clients with these funds and will sign a "Contractor Release Form" per grant obligations.

### II. United Way Agrees:

a. To pay an initial 50% of this Agreement (\$22,725) upon full execution of the Agreement and to reimburse the Board of County Commissioners after the receipt and approval of the required monthly invoices.

The relationship between United Way and the Board of County Commissioners 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 United Way of Palm Beach County shall be deemed to confer any rights of sovereign immunity to the Board of County Commissioners.

The activities performed under this Agreement by the Board of County Commissioners will be paid by funds contractually given to the United Way by Volunteer Florida. Funding under this Agreement is contingent upon the availability of funding from Volunteer Florida.

This Agreement may be terminated by either party upon a written 30-day notice. Upon such notice, United Way will only pay the Palm Beach County Board of County Commissioners for allowable costs through the termination date.

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.

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

UNITED WAY OF PALM BEACH COUNTY

Addie L. Greene, Chairperson Date

Scott Badesch, President

Date

Sharon R. Bock, Clerk & Comptroller

APPROVEDAS TO FORM AND LEGAL SUFFICIENCY

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Department Head

### BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET <u>AMENDMENT</u>

# Page 1 of 1

BGEX - 140 - 051707*1692 BGRV - 140 - 052107*563

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 5/17/07	REMAINING BALANCE
REVENUE 148 1305 4900 Charges for Services - Other Total Revenue								
		0 <b>1,074,685,46</b> 1	0 <b>1,074,685,461</b>	30,300 <b>30,300</b>	0	30,300 <b>1,074,715,761</b>		
EXPENDITURE								
148 1310 1301 Sala	ries & Wages - Non-FRS	14,000	14,000	30,300	0	44,300		44,300
Total Expenditures		1,074,685,461	1,074,685,461	30,300	0	1,074,715,761		
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BUD_BLNK.xl		Signatures		Date			nty Commissioner	S
COMMUNITY SERVICES		91	1/1/			At Meeting of		•
INITIATING DEPARTMENT/DI	VISION Edward I Rich	floral o	1/m	5-31-200	07			
Administration/Budget Department Approval				· · · · · · · · · · · · · · · · · · ·		Deputy Clerk to t	he	
OFMB Department - Posted		· · · · · · · · · · · · · · · · · · ·	<u> </u>	·····		Board of County		
OFIND Department - Posted				nue :	<b>I</b>	board of County	Commissioners	

FUND (0001) - GENERAL