

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	April 20, 2010	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department:

Submitted By: Administration

Submitted For: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: Memorandum of Agreement with the United Way of Palm Beach County to support the Palm Beach County Prosperity Campaign in the amount not-to-exceed \$95,090 for the period of October 1, 2009 through September 30, 2010.

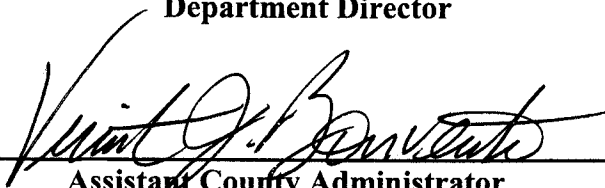
Summary: United Way manages and operates the Volunteer Income Tax Assistance (VITA) Program as part of the Palm Beach County Prosperity Campaign. Staff recommends the continuation of the County's Participation in the Palm Beach County Prosperity Campaign for the tax year 2009. Funds for this program are included in the FY 2010 budget. This Memorandum of Agreement is needed to facilitate the reimbursement of expenses to the United Way. Countywide (LS)

Background and Justification The United Way continues to take the lead in working with other community groups to implement the Palm Beach County Prosperity Campaign. This campaign is designed to help low-income working families build net worth and achieve long-term economic stability. In FY 2009, with 214 Internal Revenue Service trained and certified volunteers, the VITA Program was able to assist 9,578 households with free tax preparation services. These efforts resulted in \$15 million in refunds, including \$5.7 million in earned income tax credits. This program has been recognized nationally as a community development best practice and is now being replicated in many communities.

Attachments:

1. Memorandum of Agreement with the United Way of Palm Beach County
 2. Letter from United Way requesting funds
-

Recommended by: N/A
Department Director Date

Approved by:  3/22/10
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	\$95,090				
Grant Expenditure					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$95,090</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included In Current Budget? Yes No

Budget Account No.: Fund 0001 Dept. 741 Unit 2511 Object 8201

Reporting Category

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

C. Departmental Fiscal Review: *Stephanie Sejnoka 3/22/10*

III. REVIEW COMMENTS

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

OFMB *3/30/2010* Contract Administration *3/30/10*

2/29/10

B. Legal Sufficiency:

Leon St John

 Assistant County Attorney

This Contract complies with our contract review requirements.

The effective date is retroactive in nature.

MEMORANDUM OF AGREEMENT

The Palm Beach County Board of County Commissioners (BCC) has agreed to provide funding to United Way of Palm Beach County for the Palm Beach County Prosperity Campaign, from October 1, 2009 through September 30, 2010.

The Palm Beach County Board of County Commissioners agrees to provide up to a maximum of \$95,090 in accordance with the following term:


1. All funds related to this agreement will be used for the sole purpose of supporting the Palm Beach County Prosperity Campaign as identified in the attached operating budget.
2. United Way will bill on a cost reimbursement monthly.
3. The funds will be expended between October 1, 2009 and September 30, 2010.
4. 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.
5. 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 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 attorney 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.
6. 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.
7. 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, suites, 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.

8. 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.
9. All terms and conditions of this Memorandum of Agreement will be interpreted under Florida Law, and that Venue will be in a Court of competent jurisdiction in Palm Beach County.

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

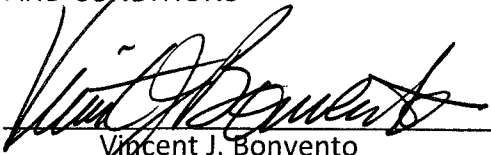
BY: _____ Date: _____
Burt Aaronson, Chairman
PBC Board of County Commissioners

BY:  _____ Date: 3/16/10
Charles W. Anderson, President and CEO
United Way of Palm Beach County, Inc.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

 _____
Vincent J. Bonvento
Assistant County Administrator

March 17, 2010

Stephanie Sejnoha
Director of Finance and Administrative Services
Palm Beach County Public Safety Department
20 S. Military Trail
West Palm Beach, Florida 33415

RE: United Way of Palm Beach County Prosperity Campaign Funding - \$95,090

Dear Ms. Sejnoha,

Please find attached a copy of the letter requesting funding for United Way of Palm Beach County's Prosperity Campaign. Also enclosed is the signed Memorandum of Agreement between United Way and the Palm Beach County Board of County Commissioners for the aforementioned funding.

Thank you for all of your help in getting the necessary paperwork processed in order for United Way to receive this funding to support its Prosperity Campaign.

Please send me a copy of the executed MoA for my records. If you need anything further, please do not hesitate to contact me at 561-375-6617 or kashaowers@unitedwaypbc.org.

Sincerely,



Kasha Owers

Prosperity Campaign Director

Countess de Hoernle Community Campus

2600 Quantum Boulevard Boynton Beach, FL 33426-8627 • (561) 375-6600 V/TTY Fax (561) 375-6666

It's easy to give online at www.unitedwaypbc.org



July 27, 2009

Robert Weisman, County Administrator
Palm Beach County Government
301 North Olive, Suite 1101
West Palm Beach, FL 33401

Dear Bob:

As you know, United Way of Palm Beach County manages and operates the **Volunteer Income Tax Assistance (VITA) Program** as a part of the Palm Beach County Prosperity Campaign. This Campaign is designed to help low-income working families build net worth and achieve long-term economic stability. This program has been recognized nationally as a community development best practice and is now being replicated in many communities.

This past spring, we had another incredibly successful year with the VITA Program thanks in large part to funding allocated by the Palm Beach County Board of County Commissioners. With 214 IRS trained and certified volunteers, we were able to assist 9,578 households with free tax preparation services. These efforts resulted in **\$15 million in refunds, including \$5.7 million in Earned Income Tax Credits**. According to an evaluation conducted by the University of Illinois at Chicago, this program, since its inception in 2004, has had an economic impact of over \$112 million in Palm Beach County.

Earlier this month, United Way was informed that the county staff recommendation for VITA funding for FY 2009-2010 was \$95,090 (a **\$10,565 decrease** from the 2008-2009 FY funding of \$105,655). While I understand that the county is experiencing unprecedented strains on its budget, I shared my concerns about the funding decrease with Commissioner Koons and he urged me to contact you directly about reconsidering this recommendation. I am respectfully requesting that the allocation for FY 2009-2010 continue at \$105,655 due to the following:

1. The Internal Revenue Service notified us this week that there will be an increase in the income eligibility for the VITA Program next year. The annual household income for eligibility is being raised from \$42,000 to \$49,000. As a result of this substantive change, it is anticipated that there will be a marked increase in demand for this service and may necessitate us expanding the program to include more sites in 2010.
2. We submitted a federal grant application to the IRS last week for \$193,710. If awarded, these funds must be matched at 100%. Last year, we used County funds to leverage \$144,000 in additional funding to support the VITA Program. If there is a reduction in county funding, this may adversely affect the amount of federal dollars we are able to draw down.

Countess de Hoernle Community Campus

2600 Quantum Boulevard • Boynton Beach, FL 33426-8627 • (561) 375-6600 V/TTY • Fax (561) 375-6666

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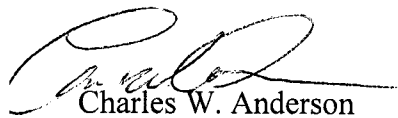


3. Without this continued support, the VITA Program would have to examine reductions in services at a time when far too many of the county's residents are having difficulties with their financial stability.

The VITA Program has become the platform for the Prosperity Campaign to achieve its vision – to provide economic self-sufficiency by empowering low-income and low-wealth residents of Palm Beach County to secure adequate income, accumulate savings and live in economically viable neighborhoods.

I thank you in advance for considering this request. Should you have any questions, please do not hesitate to call me at (561) 375-6613.

Sincerely,



Charles W. Anderson
President and CEO

cc: Commissioner Jeff Koons, Chair, Palm Beach County Board of County Commissioners
Commissioner Burt Aaronson, Vice Chair, Palm Beach County Board of County Commissioners
Commissioner Karen Marcus, Palm Beach County Board of County Commissioners
Commissioner Shelley Vana, Palm Beach County Board of County Commissioners
Commissioner Steven L. Abrams, Palm Beach County Board of County Commissioners
Commissioner Jess R. Santamaria, Palm Beach County Board of County Commissioners
Commissioner Priscilla A. Taylor, Palm Beach County Board of County Commissioners