

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

| | | |
|--|---------------|--------------------|
| Meeting Date: June 8, 2010 | (X) Consent | () Regular |
| | () Ordinance | () Public Hearing |
| Department Submitted By: Community Services | | |
| Submitted For: Division of Human Services | | |

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Memorandum of Agreement (MOA) with Governor's Council for Community Health Partnerships, Inc. (GCCHP).

Summary: The purpose of the MOA is to clearly identify roles and responsibilities of each party as they relate to handling fiscal aspects for services provided by the Divisions of Human and Senior Services. This includes payment processing, record keeping, payment reports and receipts for funding. The MOA was executed by the County Administrator on April 27, 2010, pursuant to authority granted by the Board of County Commissioners (R2010-0222). (Human Services) Countywide (TKF)

Background and Justification: Since 1995, GCCHP has acted as a conduit to receive private funding for the Summer Camp Scholarship Program. GCCHP has also been receiving and distributing funds in support of the Ten-Year Plan to End Homelessness in Palm Beach County and would continue in this role with funds received for these and other Human and Senior Service programs.

Attachments:
Memorandum of Agreement

Recommended By:


Department Director


Date

Approved By:


Assistant County Administrator


Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2010 | 2011 | 2012 | 2013 |
|--|--------------------|-------------|-----------------------|------------|
| Capital Expenditures | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ |
| External Revenue | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | 0 * see below | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ |
| Is Item Included in Current Budget: | Yes _____ | | No _____ | |
| Budget Account No.: | Fund _____ | Dept. _____ | Unit _____ | Obj. _____ |
| | Program Code _____ | | Program Period: _____ | |

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

Departmental Fiscal Review: Taruna Malhotra
5/24/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

There is no fiscal impact associated with this item.

N. B. 5/25/10 OFMB
5/25/10
Dr. J. J. 5/26/10 Contract Administration

B. Legal Sufficiency:

J. P. 5/26/10
Assistant County Attorney

C. Other Department Review:

Department Director

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

MEMORANDUM OF AGREEMENT (MOA)

Between

**Palm Beach County Board of
County Commissioners**

And

Governor's Council for Community Health Partnerships, Inc.

This is an agreement between Governor's Council for Community Health Partnerships, Inc., hereinafter called "GCCHP" and the Palm Beach County Board of County Commissioners, hereinafter called "BCC".

I. Purpose and Scope

The purpose of this MOA is to clearly identify roles and responsibilities of each party as they relate to handling a fiscal aspect of services for residents of Palm Beach County through the Division of Human Services hereinafter called "HS"; and the Division of Senior Services hereinafter called "DOSS."

II. Background

The Community Services Department within Palm Beach County Government houses both the HS and DOSS.

- In 1964, HS was established. HS offers a comprehensive service delivery system to include Homeless, Emergency, and Intervention Services; Ongoing Case Management; and Housing Assistance; as well as the Summer Food Service Program and the Summer Camp Scholarship Program. Services provided to individuals and families promote maintaining or achieving self-sufficiency.
- In 1977, DOSS was established. DOSS offers accessible and high-quality services to help seniors 55 and older attain optimal independence, and promote quality of life for seniors and their caregivers. DOSS administers to seniors a comprehensive range of programs that provides social and emotional well-being; to encourage independence; and to support seniors and their caregivers within the community with dignity and choice.

The GCCHP is a 501(c) 3 organization serving Palm Beach County. The GCCHP works with the Palm Beach County Health Department to prioritize community health needs, form task groups, plan strategies, and pool resources; designs programs and creates committees to address specific issues; identifies

programs with limited financial resources; acts as conduit to receive private hands-on support and funding and serves as an incubator for start-up programs.

III. BCC responsibilities under this MOA:

1. Provide staffing.
2. Prepare and submit progress reports.
3. Write and administer grants and Requests for Proposals.
4. Oversee the process that affords low-income families the opportunity to attend programs and utilize services.
5. Be responsible for the application, review and approval process, as well as monitoring, of programs.
6. Evaluate the unmet needs of low-income individuals and families.
7. Distribute donations for crucial services.

IV. GCCHP responsibilities:

1. Solicit donations, on a limited basis. For example, sending out a mailing to past donors or issuing press releases to make the public aware of a need.
2. Accept donations both monetary and in-kind.
3. Administer funds. For example: paying bills associated with the implementation of the Ten-Year Plan to End Homelessness; paying summer camp providers the tuition for the eligible children that attend their camp; and/or purchasing items needed for seniors.
4. Maintain financial reports for funding received and expended from private donations, grants and contracts.
5. Conduct a yearly independent audit by an Independent Certified Public Accountant and make the reports available to Palm Beach County Government.

V. It is mutually understood and agreed by and between the parties that:

1. 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 GCCHP which relate to the subject matter of this Memorandum of Agreement for the purposes of ensuring GCCHP's compliance with the terms hereof.

2. Relationship of Parties. The relationship between the BCC and GCCHP 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 GCCHP, its officers, directors, or employees, 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. GCCHP shall not for itself, and it shall ensure that its officers, directors, and employees, do not assert as a defense or claim any rights of sovereign immunity in any legal or other proceeding. GCCHP 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 GCCHP and any of its officers, directors and employees.

3. Confidentiality. Both parties shall protect the confidentiality of information obtained or accessed in the implementation of the MOA to the extent allowed by law. The use of confidential information is confined to the activities that are essential for the purpose of the MOA. Client information must be protected in accordance with the state and federal laws governing the programs. The parties acknowledge that certain documents will be subject to disclosures pursuant to public record laws and agree to comply with same.

4. 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.

VI. Funding


This MOA does not include the reimbursement of funds between the two parties.

VII. Terms of Memorandum


The MOA shall become effective with the signatures of the Palm Beach County BCC Chair or designee and GCCHP, Board President or designee and will continue unless terminated by either party in writing. The MOA will be reviewed at least every three years and may be amended as deemed necessary and agreed to by the signing parties.

By:  Date: 4/27/10
Robert Weisman, County Administrator
Per authority granted by R2010-0222

By: _____ Date: _____
Sharon R. Bock, Clerk and Comptroller

By:  Date: 4/20/10
Joe Peters, President
Governor's Council for Community Health
Partnerships, Inc.,

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


Department Head

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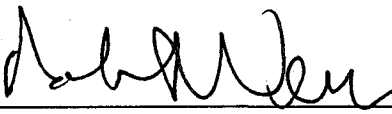
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