

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date:	December 18, 2012	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department
Submitted By: Community Services
Submitted For: Division of Senior Services (DOSS)

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I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: Memorandum of Understanding (MOU) for the Retired and Senior Volunteer Program (RSVP) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) for the period January 15, 2013, through January 15, 2015.

Summary: RSVP is a volunteers training program for seniors. This MOU with the AAA RSVP will enable DOSS to be a RSVP Volunteer Station. DOSS will interview, accept, train, and supervise RSVP volunteers at DOSS facilities. No County funds are required. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

Background and Justification: RSVP connects volunteers age 55 and over with service opportunities in their communities that match their skills and availability. RSVP volunteers put their talents to work to make a difference.

Attachments: RSVP Memorandum of Understanding

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Recommended By:  11/30/12
Department Director Date

Approved By:  12/10/12
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	<input checked="" type="checkbox"/>				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes _____ No _____
Budget Account No.:
Fund _____ Dept _____ Unit _____ Object _____ Program Code _____ Program Period _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No County funds are required.

C. Departmental Fiscal Review: M
Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

M. Prater 12/4/12
OFMB cc
J. Jankowicz 12/6/12
Contract Development and Control
12/3/12

B. Legal Sufficiency:
[Signature] 12-9-12
Chief Assistant County Attorney

C. Other Department Review:

Department Director

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



Your Aging Resource Center
Area Agency on Aging
 PALM BEACH / TREASURE COAST, INC.

**AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.
 RETIRED AND SENIOR VOLUNTEER PROGRAM (RSVP)**

Memorandum of Understanding

Between

Name of Volunteer Station:
 Street Address:
 Mailing Address:

City: State: Zip:
 Telephone: Fax:

And

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
 4400 N. Congress Avenue
 West Palm Beach, FL 33407
 (561) 684-5885

This Memorandum of Understanding (MOU) contains basic provisions, to guide the working relationship between both parties. It may also include an Impact Programming Addendum. This MOU may be amended in writing at any time with concurrence of both parties and must be renegotiated at least every three years.

The RSVP Representative that will serve as liaison with the Volunteer Station is:

Name: Title:
 Telephone: Fax:
 E Mail Address:

The Volunteer Site Representative **who will serve as liaison with RSVP** and who will be responsible for volunteer orientation and supervision is:

Name: Title:
 Telephone: Fax:
 E Mail Address:

**BASIC PROVISIONS OF
MEMORANDUM OF UNDERSTANDING**

A. THE AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC. RSVP WILL:

1. Recruit, interview and enroll RSVP volunteers and refer them to the Volunteer Station.
2. Instruct RSVP volunteers in proper use of monthly reports and program procedures.
3. Provide RSVP orientation to Volunteer Station staff prior to a placement and at other times as the need arises.
4. Specify, either in writing or verbally, that RSVP volunteers are participants of the Area Agency on Aging, RSVP in publicity, radio, TV, print or verbal presentation.
5. Furnish secondary excess automobile liability insurance coverage as required by program policies. **Insurance is secondary coverage. Volunteer's insurance is primary coverage.**
6. Periodically monitor volunteer activities at Volunteer Station to assess and/or discuss mutual needs and/or requirements.
7. Perform periodic site visits to confirm that environment where volunteers are placed is safe.

B. THE VOLUNTEER STATION WILL:

1. Provide a list of volunteer requests with description of assignments to RSVP. As assignments change, the list and descriptions are to be updated.
2. Interview and make final decision on a volunteer assignment.
3. Perform orientation, to include job description, in-service instruction, and training to volunteers. Furnish volunteers with any materials and/or transportation if required for the performance of the assignment.
4. Validate volunteer reports to the RSVP office on a quarterly basis to include timesheets or for other reports, as required.
5. Investigate and report any accidents and injuries involving RSVP volunteers to the RSVP office immediately. Any verbal reports must be followed up in writing.
6. Provide adequate safety for volunteers. The Volunteer Station, however, cannot agree to ensure safety of volunteers who serve as monitors with the Guardianship Visitor Program.
7. Provide supervision to volunteers on assignments.
8. Provide fingerprinting or background checks if required by Volunteer Station and inform the RSVP office if a volunteer cannot be placed as a result.
9. For Programming for Impact (PFI) assignments, supply statistical data of volunteer impact on community needs and complete the appended Impact Programming Addendum. This Volunteer Station **is not** a PFI site.
10. Volunteers will need to follow County policies regarding no driving allowed while volunteering for County programs.

11. **If** meals are provided to volunteers, please complete this portion:

(X) Contributed meals are **FEDERALLY FUNDED** under:

 X Title III of the Older Americans Act

 Other (federal) funding source

() Contributed meals **ARE NOT** provided by federal funds. Meals will be provided to RSVP volunteers at a free or reduced price when Hours of service have been or will be volunteered during that day. **NOTE:** The value of a free or reduced meal, which is not provided by federal funds will be recorded on the RSVP volunteer's time card by the Volunteer Station supervisor. This document is important **in-kind support** for RSVP.

12. Specify, either in writing or verbally, that RSVP volunteers are participants in the Volunteer Station's programs in all publicity featuring volunteers. This pertains to any radio, TV, print or verbal presentation.

C. **OTHER PROVISIONS:**

1. Separation from Volunteer Service: The Volunteer Station may request the removal of a RSVP volunteer at any time. The RSVP volunteer may withdraw from service at the Volunteer Station or from RSVP at any time. Discussion of individual separations will occur among RSVP staff, Volunteer Station staff and the volunteer to clarify the reasons, resolve conflicts, or to take remedial action, including placement with another Volunteer Station.
2. Religious Activities: The Volunteer Station will not request or assign RSVP volunteers to conduct or engage in religious, sectarian, or political activities.
3. Displacement of Employees: The Volunteer Station will not assign RSVP volunteers to any assignment that would displace employed workers or impair existing contracts for services.
4. Accessibility and Reasonable Accommodation: Programs and activities to which RSVP volunteers are assigned must be accessible to persons with disabilities and provide reasonable accommodation to permit a person with a disability to participate.
5. Prohibition of Discrimination: The Volunteer Station will not discriminate against RSVP volunteers or in the operation of its program because of race, color, national origin, gender, age, political affiliation, religion, or on the basis of disability if the volunteer is a qualified individual with a disability.
6. For Profit Organization: The Volunteer Station will not use an RSVP volunteer in any business capacity that would increase the profit margin of their organization. RSVP volunteers must be utilized in a client contact environment, for example, Friendly Visitor, Companion, Activities Assistant, Arts & Crafts, and Internal Transportation of clients.

The Memorandum of Understanding may be amended in writing at any time with concurrence from both parties and reviewed every three years to permit changes if needed. No other understanding, oral or otherwise, shall be deemed to exist or bind any of the parties hereto.

This Memorandum of Understanding will be in effect upon dated signature of all the parties.

This Memorandum of Understanding will be in effect from:

12/18/2013

to

12/18/2015

**PROVIDER: PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida**

**AREA AGENCY ON AGING
OF PALM BEACH TREASURE
COAST, INC.**

SIGNED
BY: _____
Chair

SIGNED
BY: _____

NAME: Jaime Estermera-Fitzgerald

TITLE: CEO

SHARON R. BOCK, Clerk and Comptroller

DATE: _____

BY: _____

DATE: _____

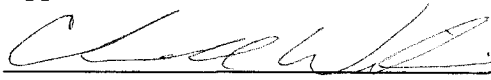
FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Chief Assistant County Attorney

Approved as to terms and conditions



Department Director



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PJ

DATE (MM/DD/YYYY)
05/08/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Chris Tolland		386-252-9601 386-239-5729	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: AREA-2	
INSURED AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST INC 4400 N. CONGRESS AVENUE WEST PALM BEACH, FL 33407	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Comp Options Ins Co		10834	
	INSURER B : Philadelphia Indemnity Ins Co		18058	
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			PHPK852428	04/12/12	04/12/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							Emp Ben. \$ 1MIL/1MIL
B	AUTOMOBILE LIABILITY			PHPK852428	04/12/12	04/12/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB379425	04/12/12	04/12/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			OCOCWW0003523000002	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROF LIABILITY			PHPK852428	04/12/12	04/12/13	EACH OCCR \$ 1,000,000
							EACH AGG \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IS ADDITIONAL INSURED ON THE GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER <div style="text-align: right; margin-bottom: 20px;">PALMB19</div> <p>PALM BEACH COUNTY BD OF COUNTY COMMISSIONERS 810 DATURA ST W PALM BEACH, FL 33401</p>	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> AUTHORIZED REPRESENTATIVE
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Your Aging Resource Center
Area Agency on Aging
PALM BEACH / TREASURE COAST, INC.

Serving seniors and their caregivers
*Palm Beach *Martin *St. Lucie *Indian River *Okeechobee Counties

Elder Helpline 1.866.684.5885
www.YourAgingResourceCenter.org

Memorandum: To Whom It May Concern

From: Jaime Estremera-Fitzgerald, Chief Executive Officer

Subject: Non-owned Auto Insurance Coverage

Date: October 1, 2012

Please be advised that the Area Agency on Aging Palm Beach/Treasure Coast, Inc. does not own any corporate automobiles and therefore maintains liability insurance coverage for non-owned automobiles only. Our Certificate of Insurance indicates policy information reflecting the same.

Jaime Estremera-Fitzgerald
Chief Executive Officer

10.1.12
Date

DEPARTMENT OF

Palm Beach Office
4400 North Congress Avenue
West Palm Beach, FL 33407
(561) 684.5885 * Fax (561) 214.8678

**ELDER
AFFAIRS**
STATE OF FLORIDA

Treasure Coast Office
1100 SW St. Lucie West Blvd, Ste 103
Port St. Lucie, FL 34986
(772) 467.0008 * Fax (772) 467.0371