

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date: October 21, 2014**

**[X] Consent**  
**[ ] Ordinance**

☐ Regular  
☐ Public Hearing

**Department: Youth Services**

**Submitted By: Administration**

**Submitted For: Youth Services**

## I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: approve a Cooperative Agreement with United Way of Palm Beach County, Inc. (United Way) providing for cost-sharing and joint responsibilities for development of a strategic plan for eliminating hunger and food insecurity in Palm Beach County.

**Summary:** This Agreement establishes terms of collaboration between Palm Beach County and United Way to lead a community strategic planning project focusing on hunger and food insecurity. The County and United Way will provide \$45,000 each to fund a consultant and to lead a series of technical working group and stakeholder meetings. The study will be designed to create a comprehensive strategy to eliminate food insecurity, feed the hungry, and address the root cause of poverty in the community. There is a direct connection between nutrition, health, and academic performance of children and youth. There is sufficient funding in the Youth Services first year budget to meet the financial commitment included in the Agreement without impacting FY 2015 youth programming or services. Estimated duration of the project is 6 – 9 months. Countywide (TKF)

**Background and Justification:** According to Feeding America's *Map the Meal Gap 2014*, more than 15% of Palm Beach County's population is food insecure. Food insecurity is defined as the status of being without reliable access to a sufficient quantity of affordable, nutritious food. Food insecurity exists when food intake is reduced or is nutritionally deficient due to a lack of money, resources, or source availability. Many programs designed to address hunger and food security are currently in place in Palm Beach County, however, there is a consensus among community organizations that we need to do more to respond to urgent needs and identify long-term efforts that are needed to expand the food supply and reduce need. The County and United Way will be responsible for the project and United Way will serve as the lead agency for the selection, contracting and management of the consultant.

**Attachment:** Cooperative Agreement

**Recommended by:** \_\_\_\_\_

**Department Director**
**Date**

**Approved by:** \_\_\_\_\_ **Date** 10/8/14

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	\$45,000	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$45,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget? Yes X No       

Budget Account No.: Fund 0001 Department 150 Units 1502

Object 8201 Program       

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

### III. REVIEW COMMENTS

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

OFMB/KM  
10/8  
10/9/2014

Contract Development and Control  
10-17-14 *Chokrus*

**B. Legal Sufficiency:**

  
Assistant County Attorney

### C. Other Department Review:

Department Director

COOPERATIVE AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE UNITED WAY OF PALM BEACH COUNTY, INC.

This Agreement is made as of \_\_\_\_\_ by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" and the United Way of Palm Beach County, Inc., a non-profit corporation authorized to do business in the State of Florida hereinafter referred to as "United Way of PBC" both being referred to collectively as the "parties".

WHEREAS, thousands of Palm Beach County residents struggle with food insecurity and experience hunger on a regular basis; and

WHEREAS, the parties along with other community partners, have sponsored various initiatives to help provide food to hungry families in need throughout our community; and

WHEREAS, it is recognized that a comprehensive strategy is necessary to eliminate the causes of poverty and food insecurity and to feed the hungry in Palm Beach County; and

WHEREAS, the parties wish to collaborate on a strategic planning effort focusing on food insecurity and strategies to eliminate hunger and food insecurity (the project); and

WHEREAS, the United Way of PBC has agreed to serve as the lead agency for the selection, contracting, and management of a consultant to prepare the strategic plan in partnership with the Agreement parties and various community organizations and interested parties; and

WHEREAS, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein.

Section 2. Term

The term of this Agreement shall commence on the date of execution by the County and shall terminate on September 30, 2015.

Section 3. Payment

The total amount to be paid by the County to United Way of PBC under this Agreement shall be forty-five thousand dollars (\$45,000). United Way of PBC shall bill the County no more frequently than monthly for the services completed pursuant to this Agreement. For partially completed items, the total billings shall not exceed the estimated percentage of completion as of the billing date. Invoices received from United Way PBC will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the Agreement. Invoices will normally be paid within thirty (30) days following County representative's approval, which shall not be unreasonably withheld.

Section 4. United Way of PBC Obligations

- A. Convene one or more meetings with community partners and interested individuals mutually identified by the parties for the purpose of defining project goals and objectives and developing desired scope of consulting services.

- B. Prepare all documents including a scope of services, necessary to solicit proposals for a consultant to prepare a strategic plan.
- C. Advertise for proposals and select a consultant in accordance with United Way of PBC procurement procedures adjusted as needed to include County as a participant in the selection process. Both parties must agree on the consultant ultimately selected.
- D. Execute and manage a contract for consultant services with a scope of services agreed to by both parties following input from a project steering committee. The project steering committee shall be comprised of representatives agreed upon by the parties to this Agreement. Their role shall be to provide recommendations and guidance to United Way of PBC and the County to insure project success, completeness, and satisfaction of goals and objectives.
- E. Make payments, subject to reimbursement by the County as set forth in Section 3, for services rendered in accordance with consulting contract terms and for any other expenditures related to the project that are approved by the parties.
- F. Establish project timeline and a project activity worksheet identifying key tasks and schedules and implement monitoring procedures designed to insure completeness and success of project and general compliance with project schedules.
- G. Provide written updates to the County at least once a month on project progress.
- H. Insure that all project deliverables including the final plan or report are readily available and accessible to the public and project participants.
- I. Work cooperatively with the County and community partners and stakeholders to evaluate and implement plan recommendations to the extent practical in accordance with the goals and objectives of the parties and other project participants.
- J. Provide matching funds for purposes of supporting the consultant services described in subsection 4.D and for other project expenditures approved by both parties. The matching funds shall be in an amount equal to or greater than the amount paid by the County pursuant to Section 3.

#### Section 5. County Obligations

- A. Share in project expenses in the amount described in Section 3.
- B. Serve as co-leader of the project and identify a project manager to share project oversight responsibilities with the United Way of PBC representative.
- C. Participate in all project steering committee and stakeholder meetings and assist with overall project coordination.
- D. Share project outreach and public information responsibilities with United Way of PBC.
- E. Work cooperatively with United Way of PBC and community partners and stakeholders to evaluate and implement plan recommendations to the extent practical in accordance with the goals and objectives of the parties and other project participants.

#### Section 6. Availability of Funds

The parties' performance and obligation to pay under this Agreement is contingent upon an appropriation of funds for this purpose by the Board of County Commissioners.

#### Section 7. Termination

This Agreement may be terminated by either party upon twenty-one (21) days prior written notice to the other party. In the event this agreement is terminated pursuant to this Section or Section 2, United Way of PBC is entitled to be reimbursed for any and all services rendered as of the date of termination.

#### Section 8. Indemnification

United Way of PBC shall protect, defend, reimburse, indemnify and hold County and their agents, representatives, directors, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including

attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of United Way of PBC. This provision shall survive termination or expiration of this Agreement.

#### Section 9. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or United Way of PBC.

#### Section 10. Insurance

- A. United Way of PBC shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. United Way of PBC shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by United Way of PBC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by United Way of PBC under the Agreement.
- B. **Commercial General Liability:** United Way of PBC shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. United Way of PBC shall provide this coverage on a primary basis.
- C. **Workers' Compensation Insurance & Employers Liability:** United Way of PBC shall maintain Workers' Compensation & Employers Liability in accordance with Florida Statute Chapter 440. United Way of PBC shall provide this coverage on a primary basis.
- D. **Additional Insured** United Way of PBC shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability policy. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." United Way of PBC shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Certificate(s) of Insurance** United Way of PBC agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In addition, United Way agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this Agreement. The Certificate Holder address shall read:

#### **PALM BEACH COUNTY**

c/o Palm Beach County  
Youth Services Department  
301 N. Olive Avenue, Suite 1101  
West Palm Beach, FL 33401

#### Section 11. Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances

shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### Section 12. Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service.

If sent to the County, notices shall be addressed to:  
Jon Van Arnam, Assistant County Administrator  
Palm Beach County  
301 N. Dixie Hwy., Suite 1101  
West Palm Beach, FL 33401

With a copy to:  
Palm Beach County Attorney's Office  
301 North Olive Ave. Suite 601  
West Palm Beach, Florida 33401

If sent to United Way of PBC, notices shall be addressed to:  
Dr. Laura George, CEO  
United Way of Palm Beach County  
2600 Quantum Boulevard  
Boynton Beach, FL 33426

#### Section 13. Independent Contractor Relationship

United Way of PBC is and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and at all places, be subject to the United Way of PBC's sole direction, supervision and control. The United Way of PBC does not have the power or authority to bind the County in any promise, agreement or representation.

#### Section 14. Entirety of Contractual Agreement

The County and United Way of PBC agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### Section 15. Nondiscrimination

United Way of PBC warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.

#### Section 16. Access and Audits

United Way of PBC shall maintain records adequate to justify all billings and payments made pursuant to this Agreement and make them available to County upon five (5) days of request during normal business hours.



Section 17. Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Association, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**IN WITNESS WHEREOF**, the parties' respective representatives below have made and executed this Agreement on behalf of the parties they represent and hereby warrant that they are so authorized. The County and United Way of PBC have hereunto set their hands the day and year above written.

**ATTEST:  
CLERK & COMPTROLLER**

**PALM BEACH COUNTY**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Priscilla A. Taylor, Mayor

**Approved as to Form and  
Legal Sufficiency**

**UNITED WAY OF  
PALM BEACH COUNTY, INC.**

By: \_\_\_\_\_  
Tammy K. Fields  
Chief Assistant County Attorney

\_\_\_\_\_  
*Laura George*  
Dr. Laura George  
President & CEO

**Approved as to Terms and Conditions**

By: \_\_\_\_\_  
Jon Van Arnam, Assistant County Administrator