

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 26, 2016	<input checked="" type="checkbox"/> [ X ]	Consent	<input type="checkbox"/> [ ]	Regular
	<input type="checkbox"/> [ ]	Ordinance	<input type="checkbox"/> [ ]	Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Division of Human Services

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I. EXECUTIVE BRIEF

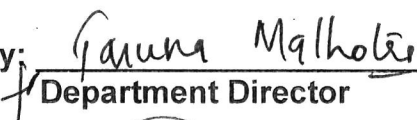

**Motion and Title:** Staff recommends motion to approve: Memorandum of Agreement (MOU) with United Way of Palm Beach County, Inc. (United Way of PBC), for the period January 26, 2016, through September 30, 2016, in an amount not to exceed \$45,000 to support a Hunger Relief Executive position.

**Summary:** The Hunger Relief Plan for Palm Beach County was approved by the Board of County Commissioners on October 6, 2015. One recommendation of the plan was to hire a Hunger Relief Executive. This MOU will provide funding to support the position of a Hunger Relief Executive. The individual hired to this position will be an employee of United Way of PBC and report to their Chief Executive Officer. This individual will work with the County, 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 plan participants. County staff will participate in all hunger relief task force steering committee and stakeholder meetings and assist with overall plan implementation. County staff will also share hunger relief task force outreach and public information responsibilities with United Way of PBC. Funding was approved in the FY 2016 FAA budget for this purpose. Matching funds are being provided by United Way of PBC. Two other funders are contributing to support this position – Quantum Foundation and an anonymous source. (FAA) Countywide (HH)

**Background and Justification:** United Way of PBC and the Palm Beach County Board of County Commissioners entered into a contractual agreement in October 2014, to initiate and fund a strategic planning project focusing on strategies to alleviate hunger in Palm Beach County. Following a request for proposal process, the Food Research and Action Center was awarded a contract in April 2015, in collaboration with the University of South Carolina Arnold School of Public Health, to develop a county-wide strategic plan to address hunger. These entities spent the next five months researching and gathering data to form the basis of the plan. The impetus for this plan was the desire for new strategies and coordination to relieve and prevent hunger. The plan provides the framework for community-supported projects, approaches and programs addressing the problem of hunger in our community.

**Attachment:** Memorandum of Agreement with United Way of Palm Beach County, Inc.

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Recommended By:		<u>12/30/15</u>
	Department Director	Date
Approved By:		<u>1-8-16</u>
	Deputy County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	\$45,000				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$45,000				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_

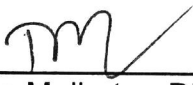
Budget Account No.:

Fund 0001 Dept 740 Unit 2534 Object 8201 Program Code \_\_\_\_\_ Program Period \_\_\_\_\_

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

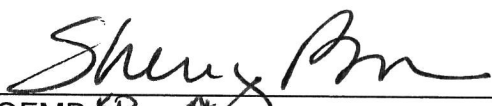
Source of Funding is Palm Beach County.

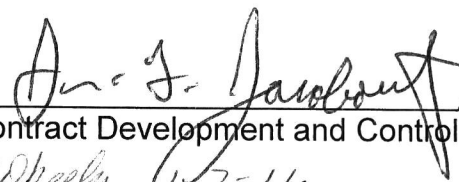
### C. Departmental Fiscal Review:

  
Taruna Malhotra, Director, Financial & Support Svcs.

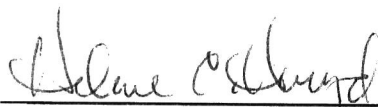
## III. REVIEW COMMENTS

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

  
OFMB <sup>KP</sup> <sub>12/21</sub> <sup>AK</sup> <sub>12/21</sub>

 11/7/16  
Contract Development and Control  
B. Wheeler 11-7-16

### B. Legal Sufficiency:

  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA or Agreement) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, 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, this Agreement goes into effect upon approval and signature of all parties and in consideration of mutual promises contained herein, the County and United Way of PBC agree as follows:

### **Section 1. Term**

The term of this Agreement shall commence on the date of execution by the County and shall terminate on September 30, 2016.

### **Section 2. 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 twice (February 2016 and July 2016) pursuant to this Agreement. 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 3. United Way of PBC Obligations**

- A. Advertise for the Hunger Relief Executive position, conduct interviews and select a candidate in accordance with United Way of PBC hiring procedures adjusted as needed to include the County as a participant in the selection process. Both parties must agree on the candidate ultimately selected.
- B. Provide supervision of the Hunger Relief Executive in accordance with the responsibilities outlined in Exhibit A.
- C. Make payments, subject to reimbursement by the County as set forth in Section 2, in accordance with offer letter terms and for any other expenditures related to the position that are approved by the parties.
- D. Provide updates to the County at least quarterly on the Hunger Relief Executive's performance.
- E. Work cooperatively with the County, 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 plan participants.
- F. Provide matching funds for the purposes of supporting the Hunger Relief Executive position. The matching funds shall be in an amount equal to or greater than the amount paid by the County pursuant to Section 2.

### **Section 4. County Obligations**

- A. Share in expenses in the amount described in Section 2.
- B. Participate in all hunger relief task force steering committee and stakeholder meetings and assist with overall plan implementation.
- C. Share hunger relief task force outreach and public information responsibilities with United Way of PBC.
- D. Work cooperatively with United Way of PBC, 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 plan participants.

### **Section 5. 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 6. 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 7. 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 any intentional misconduct or gross negligence by United Way of PBC in the performance of this Agreement.

### **Section 8. 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 9. 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  
Community Services Department  
810 Datura Street, Suite 350  
West Palm Beach, FL 33401

**Section 10. 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 11. 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:

Channell Wilkins, Director  
Community Services Department  
Palm Beach County  
810 Datura Street  
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 12. 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 13. 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 14. 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. United Way of PBC has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the United Way of PBC does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that United Way of PBC will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

**Section 15. 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 16. 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 herby 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**  
Sharon R. Bock

**PALM BEACH COUNTY**  
Board of County Commissioners

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

\_\_\_\_\_  
Mary Lou Berger, Mayor

**Approved as to Form and  
Legal Sufficiency**

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

By: \_\_\_\_\_  
Helene C. Hvizd  
Assistant County Attorney

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

**Approved as to Terms and Conditions**

By:   
\_\_\_\_\_  
Channell Wilkins, Director

## EXHIBIT A

### UNITED WAY OF PALM BEACH COUNTY POSITION DESCRIPTION

#### HUNGER RELIEF EXECUTIVE

- Supervisor: President and CEO
- Classification: Exempt, Full-Time, Salaried
- Date Revised: July 2015

#### PURPOSE

To energize and inspire stakeholders to make measurable collective impact related to alleviating hunger in Palm Beach County.

#### RESPONSIBILITIES

- 1) Create a framework for implementing the Hunger Relief Strategic Plan countywide.
  - Work with funders to establish priorities, strategies and desired outcomes.
  - Facilitate development of a county anti-hunger coalition as well as appropriate subcommittees.
- 2) Manage the Palm Beach County Anti-Hunger Coalition and subcommittees
  - Effectively manage the process through meeting management tools, meeting notices, agendas, drafting materials to be considered, minutes, fact sheets, statistics, etc.
- 3) Build community partnerships around the Hunger Relief Strategic Plan.
  - Effectively link with others to address issues related to food security and hunger.
  - Facilitate collaboration among agencies, donors, policy makers and other stakeholders around the development and implementation of partnership initiatives or specific strategies.
  - Participate on relevant community, state and federal task forces, commissions and committees.
- 4) Measure, evaluate and communicate successes and challenges.
  - Collect and compile regular progress reports consistent with planned evaluation strategies.
  - Prepare relevant reports and documentation.
- 5) Increase investment in food security by expanding and diversifying United Way's development efforts and supporting those of others.
  - Determine the dollars or resources needed to address the identified priority needs.
  - Identify potential grant funding for projects consistent with the identified priorities and strategies.
  - Write and submit appropriate grants and monitor grants received.

#### STANDARDS

- Demonstration of strategic thinking, awareness and ability to perform effectively given internal and external influences.
- Demonstration of outstanding interpersonal, meeting facilitation and organizational skills.
- Ability to build consensus and facilitate collaboration, as well as the ability to build and sustain productive relationships with diverse individuals, groups, organizations and communities.
- Ability to successfully move a diverse group of people toward a common vision.
- Demonstrated understanding of food insecurity and ability to share this knowledge with others.
- Flexibility and ability to work on multiple high-priority projects.
- Ability to independently, effectively and creatively solve problems.
- Ability to recognize and function appropriately in sensitive situations.
- Demonstrated excellent verbal and written communication skills.

**EDUCATION/EXPERIENCE**

- Bachelor’s degree required but Master’s degree preferred with a minimum of five years of leadership experience in the field of human services, planning, and/or food systems (or comparable combination of education and experience).
- Experience working in a team environment, facilitating effective groups, developing collaboratives, and working with volunteers.
- Flexibility and ability to work on multiple high-priority projects.
- Ability to analyze data and develop innovative strategies to maximize results.
- Knowledge of Microsoft Office products including Word, Excel, and PowerPoint.

**PHYSICAL REQUIREMENTS**

Ability to perform the above responsibilities.

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, December 17, 2015

Images

Contracts

Insured: United Way of Palm Beach County, Inc. Insured ID: 049FAA01FY15

Status: Compliant

ITS Account Number: PLC1326

Project(s): Palm Beach County - Community Services

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 12/4/2016			
General Aggregate:	\$500,000	\$3,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$3,000,000	
Personal And Advertising Injury:	\$500,000	\$1,000,000	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 12/4/2016	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 12/4/2016	WC Stat. Limits	WC Stat. Limits	
<u>Professional Liability</u>			
Expiration: 12/4/2016			
Each Occurrence:	\$500,000	\$1,000,000	
Aggregate Limit:	\$500,000	\$3,000,000	

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal