

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b> March 13, 2007	<input checked="" type="checkbox"/> [X]	<b>Consent</b>	<input type="checkbox"/> [ ]	<b>Regular</b>
	<input type="checkbox"/> [ ]	<b>Ordinance</b>	<input type="checkbox"/> [ ]	<b>Public Hearing</b>

**Department**

Submitted By: Community Services

Submitted For: County Sponsored Programs

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

**A)** Contract with United Way of Palm Beach County, Inc. (United Way) and Palm Beach County Disaster Recovery Coalition, Inc. (Disaster Recovery Coalition) for the period October 1, 2006, through September 30, 2007, in an amount not to exceed \$125,000 to provide disaster recovery services; and

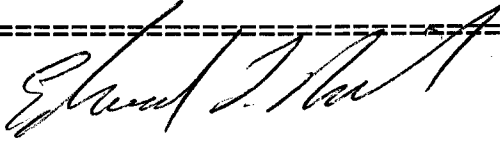
**Summary:** This contract with United Way and Palm Beach County Disaster Recovery Coalition, Inc. will support staffing and related expenses for the Disaster Recovery Coalition. United Way agrees to provide oversight as the fiscal agent for the Coalition and direct supervision of coalition personnel and the Coalition agrees to provide disaster response and recovery services in support of the Palm Beach County Comprehensive Emergency Management Plan. (Human Services) Countywide (TKF)

**Background and Justification:** Disaster preparedness activities have been accelerated and expanded since the onset of multiple hurricanes affecting Palm Beach County in 2004 and 2005. The expanded efforts have included additional planning to meet human services needs and to accelerate recovery projects utilizing not-for-profit agencies and faith-based organizations. The County has formed a partnership with the Disaster Recovery Coalition to more efficiently utilize the services of not-for-profit and faith-based organizations. The contract funds will allow the Coalition to continue its efforts to meet unmet needs of individuals and families and will enable a more efficient and comprehensive County response in the event of a future disaster.

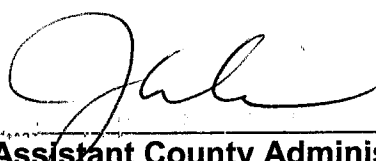
**Attachments:**

- A.** Contract with United Way of Palm Beach County, Inc.

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<b>Recommended By:</b>		<u>3-9-2007</u>
	<b>Department Director</b>	<b>Date</b>

<b>Approved By:</b>		<u>3/12/07</u>
	<b>Assistant County Administrator</b>	<b>Date</b>

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Capital Expenditures	_____	_____	_____	_____
Operating Costs	_____	<u>125,000</u>	_____	_____
External Revenue	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>125,000</u>	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____

Is Item Included In Current Budget: Yes X No     
Budget Account No.: Fund 0001 Dept. 741 Unit 2518 Obj. 8201  
Program Code DR11 Program Period: FY07

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

Departmental Fiscal Review:

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

*Michael Roberts* 3/9/07  
3/9/07 OFMB *IM* 3/12/07

*Jim J. Jacobus* 3/10/07  
Contract Administration  
EJons 3/12/07

### B. Legal Sufficiency:

See CDC's Comment

*[Signature]*  
Assistant County Attorney

This Contract complies with our  
contract review requirements.

At the time of CDC's  
review, there was no  
proof of insurance.  
This contract has a  
retroactive effective  
date.

### C. Other Department Review:

Department Director

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

## **CONTRACT FOR SERVICES**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, United Way of Palm Beach County hereinafter referred to as UNITED WAY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-0683258 and THE PALM BEACH COUNTY DISASTER RECOVERY COALITION, INC. hereinafter referred to as the COALITION, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 20-4595245.

Whereas UNITED WAY and the COALITION have agreed to provide services in support of the Palm Beach County Comprehensive Emergency Management Plan; and

Whereas UNITED WAY and the COALITION have agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis; and

Whereas UNITED WAY has agreed to provide office space to house the COALITION, to serve as grantee for the COALITION, and to employee individuals that will serve as staff of the COALITION.

In consideration of the mutual promises contained herein, the COUNTY, UNITED WAY and the COALITION agree as follows:

### **ARTICLE 1 - SERVICES**

UNITED WAY agrees to provide oversight as the Grantee for the COALITION and direct supervision of COALITION personnel and the COALITION agrees to provide services in support of the Palm Beach County Comprehensive Emergency Management Plan as specifically set forth in the Scope of Work detailed in Exhibit A. UNITED WAY and the COALITION also agree to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibit B. No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

COALITION shall coordinate their services with the UNITED WAY and the DEPARTMENT, and shall submit all invoices, reports and records to the UNITED WAY and the DEPARTMENT, as specifically set forth within Article 9.

### **ARTICLE 2 - SCHEDULE**

UNITED WAY and the COALITION shall commence services on October 1, 2006, and complete services on September 30, 2007.

### **ARTICLE 3 – PAYMENTS**

The COUNTY shall pay to UNITED WAY as reimbursement of the COALITION's expenses for services rendered, an amount not to exceed One Hundred and Twenty-five Thousand Dollars (\$125,000) for services provided in FY 2006-2007. UNITED WAY will bill the COUNTY on a monthly basis, no later than the 10<sup>th</sup> of each month, for services performed by the COALITION as provided by Exhibit A and expenses actually incurred and paid, up to the amounts set forth in Exhibit B.

- A. Requests for Payment received from UNITED WAY will be reviewed for authenticity and accuracy and approved by the DEPARTMENT. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work detailed in Exhibit A.
- B. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit B.
- C. UNITED WAY and COALITION are obligated to provide the COUNTY with properly completed Reimbursement Requests for all funds paid relative to this Contract no later than September 30, 2007. Any amounts not submitted by September 30, 2007, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- D. Administrative costs related to the use of COUNTY funds under this Contract may not exceed fifteen percent (15%) of the total budget. Administrative costs include all expenses which are reported on IRS Form 990 page 2 under column [C] Management and General and column (D) Fundraising. Total agency administrative costs (the sum IRS Form 990 page 2 columns [C] and [D]) will be used to calculate the percentage of agency administrative cost for reporting to the Board of County Commissioners.
- E. All travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes.
- F. Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed ten percent (10%) of the total Contract amount during the contract period. Requests for budget changes must be submitted in writing by the UNITED WAY and the COALITION to the DEPARTMENT director. Budget changes in excess of ten percent (10%) must be approved by the Palm Beach County Board of County Commissioners.

- G. Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this Contract shall be withheld until all reports due from UNITED WAY and the COALITION and necessary adjustments have been approved by the COUNTY.
- H. COUNTY funding can be used to match grants from non-County sources; however, UNITED WAY and the COALITION cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

#### **ARTICLE 4 – AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

#### **ARTICLE 5 – INSURANCE**

UNITED WAY and the COALITION shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by UNITED WAY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by UNITED WAY and the COALITION under the Contract.

- A. **Commercial General Liability** UNITED WAY and COALITION shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. UNITED WAY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** UNITED WAY and COALITION shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If UNITED WAY does not own any automobiles, the requirement shall be amended to allow UNITED WAY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. UNITED WAY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** UNITED WAY and COALITION shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. UNITED WAY shall provide coverage on a primary basis.

- D. **Additional Insured** UNITED WAY and the COALITION 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. 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, c/o Department of Community Services". UNITED WAY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide UNITED WAY and COALITION written notice of such adjusted limits, coverages or other action, and UNITED WAY and COALITION shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- F. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, UNITED WAY and the COALITION shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The mailing address for the certificate of insurance is:

**Palm Beach County  
c/o Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401**

#### **ARTICLE 6 – INDEMNIFICATION**

UNITED WAY and the COALITION shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorney=s fees and costs, arising during and as a result of performance of the terms of this Contract or due to the acts or omissions of UNITED WAY and the COALITION. UNITED WAY and the COALITION also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 7 – WARRANTIES**

UNITED WAY and the COALITION represent and warrant that they have and will continue to maintain all licenses and approvals required to conduct business, and that they will at all

times conduct their business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

UNITED WAY and the COALITION represent that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required under this Contract, as provided for in Chapter 112, Part III, Florida Statutes. UNITED WAY and the COALITION further represent that no person having any such conflict of interest shall be employed for said performance of services.

Both, UNITED WAY and the COALITION represent and warrant that they are governed by separate Boards, or other appropriate bodies, whose members have no monetary conflict of interest. Further, the members must also serve UNITED WAY and the COALITION without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

#### **ARTICLE 8 – NONDISCRIMINATION**

UNITED WAY and the COALITION warrant and represent that all of their employees, and participants in the programs they serve are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

#### **ARTICLE 9 – AGENCY'S PROGRAMMATIC REQUIREMENTS**

UNITED WAY and the COALITION agree to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the Contract period shall be disseminated except as authorized by statute during the Contract period or thereafter.
- D. Reimburse funds to COUNTY that are deemed misused or misspent.
- E. Submit a Quarterly Performance Measures Report, Exhibit C, for each program within 15 days of the end of each calendar quarter (i.e. January 15<sup>th</sup>, 2007, April 15<sup>th</sup>, 2007, July 15<sup>th</sup>, 2007 and October 15<sup>th</sup>, 2007) that reflects the COALITION's progress in attaining its goals as outlined in the Scope of Work, Exhibit "A".

- F. UNITED WAY and COALITION agree to be partner agencies in the community's Client Management Information System. UNITED WAY and COALITION agree to execute the necessary Partner and User Contracts and shall fully comply with the terms and conditions as set forth in these documents.
- G. Adhere to Bidding and Bonding Policies and Procedures set forth by UNITED WAY and the COALITION.
- H. The UNITED WAY Board of Directors will be responsible for the approval of any grants received from grantors that may be disseminated to the COALITION for use of Disaster Recovery.

Copies of the required COUNTY forms have been supplied to UNITED WAY and the COALITION as attachments to this Contract.

#### **ARTICLE 10 – ACCESS AND AUDIT REQUIREMENTS**

UNITED WAY as the Grantee for the COALITION shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until any resolution of any audit findings and/or recommendations. The COALITION as the service provider shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until any resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at UNITED WAY and the COALITION's place of business.

UNITED WAY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Contract.

- A. The annual financial audit report shall include all management letters and the UNITED WAY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.



- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department  
Attn: Georgiana Devine, Homeless Program Manager  
Palm Beach County  
810 Datura Street, Suite 350  
West Palm Beach, Florida 33401**

- D. UNITED WAY shall have all audits completed by an independent certified public accountant who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of UNITED WAY's fiscal year.

#### **ARTICLE 11 – DRUG-FREE WORKPLACE**

UNITED WAY and the COALITION shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, UNITED WAY and the COALITION's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Paragraph A.
- D. In the statement specified in Paragraph A notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify UNITED WAY or the COALITION of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

## **ARTICLE 12 - PUBLIC ENTITY CRIME**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, UNITED WAY and the COALITION certify that they, their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP**

UNITED WAY as the Grantee and the COALITION as the service provider are, and shall be, in the performance of all work services and activities under this Contract, Independent Contractor, and not employees, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to UNITED WAY and the COALITION's sole direction, supervision and control. UNITED WAY and the COALITION shall exercise control over the means and manner in which it and its employees perform the work, and in all respects UNITED WAY and the COALITION's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

UNITED WAY and the COALITION do not have the power or authority to bind the COUNTY in any promise, Contract or representation. Further, UNITED WAY and the COALITION shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

## **Article 14 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. UNITED WAY and the COALITION are encouraged to seek additional minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, UNITED WAY and the COALITION shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

United Way and the COALITION agree that all contracts with subcontractors performing pursuant to this agreement shall include a provision requiring all insurance coverage as stated in Article 5 and such insurance will name Palm Beach County as an additional insured. In the event any Professional Services are subcontracted, the subcontractor shall maintain Professional Liability at a liability limit not less than \$500,000 per occurrence, \$500,000 Annual Aggregate and name Palm Beach County as an additional insured.

## **ARTICLE 15 – EXCUSABLE DELAYS**

UNITED WAY and the COALITION shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of UNITED WAY and the COALITION or their subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon UNITED WAY or the COALITION's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the failure to perform was without it or its subcontractors fault or negligence, the Contract schedule and/or any other affected provisions of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

## **ARTICLE 16 – TERMINATION**

This Contract may be canceled by UNITED WAY and the COALITION upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of UNITED WAY or the COALITION. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to UNITED WAY and the COALITION. Unless UNITED WAY or the COALITION is in breach of this Contract, UNITED WAY and the COALITION shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, UNITED WAY and the COALITION shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subContracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the Contract within thirty (30) days of the termination date.

## **ARTICLE 17 – NOTICES**

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Claudia Tuck, Director  
Division of Human Services  
Palm Beach County  
810 Datura Street, Suite 350  
West Palm Beach, Florida 33401

and if sent to UNITED WAY shall be mailed to:

Scott Badesch, President & CPO  
2600 Quantum Boulevard  
Boynton Beach, Florida 33426

and if sent to the COALITION shall be mailed to:

Sheri Taylor, Director  
Disaster Recovery Coalition  
c/o United Way  
2600 Quantum Boulevard  
Boynton Beach, Florida 33426

## **ARTICLE 18 – ENTIRETY OF CONTRACTUAL AGREEMENT**

UNITED WAY and the COALITION agree that the Scope of Work has been developed from their funding application and that the COUNTY expects performance by UNITED WAY and the COALITION in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits "A" and "B"), this Contract shall control.

The COUNTY, UNITED WAY and the COALITION further agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and UNITED WAY and the COALITION have hereunto set his/her hands the day and year above written.

ATTEST:


Sharon R. Bock, Clerk  
and Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESS:

  
Signature

Brian K. Edwards \_\_\_\_\_  
Name Typed

59-0683258  
Agency's Federal ID Number

WITNESS:

  
Signature

Daryl K. Houston \_\_\_\_\_  
Name Typed

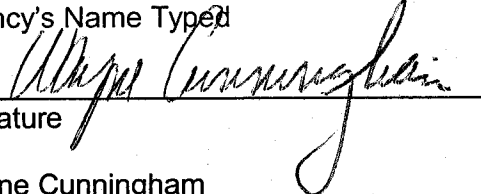
20-4595245  
Agency's Federal ID Number

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

UNITED WAY:

United Way of the Palm Beach County, Inc.  
Agency's Name Typed

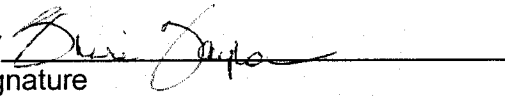
BY   
Signature

Wayne Cunningham  
Agency's Signatory Name Typed

President & CPO (Interim) & COO  
Agency's Signatory Title Typed

COALITION:

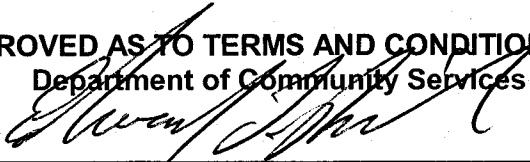
Disaster Recovery Coalition, Inc.  
Agency's Name Typed

BY   
Signature

Sheri Taylor  
Agency's Signatory Name Typed

Director  
Agency's Signatory Title Typed

APPROVED AS TO TERMS AND CONDITIONS  
Department of Community Services

By:   
Edward L. Rich, Director

## Exhibit A

### Scope of Work for United Way of Palm Beach County, Inc. and Palm Beach County Disaster Recovery Coalition, Inc.

This Scope of Work defines the working relationship and partnership of each respective party in addressing and responding to the delivery of required actions and services in preparing and responding to a disaster impacting parts or all of Palm Beach County.

Under this Scope of Work, the **Disaster Recovery Coalition**, will:

- serve as a coordinating entity responsible for the planning and organization of the human service agencies, both faith-based and non-profit, related to the needs occurring as a result of a disaster impacting parts or all of Palm Beach County.
- maintain an Executive Committee comprised of individuals who represent the ability to oversee the planning and coordination of the human service response to a disaster impacting parts or all of Palm Beach County. Seek to diversify the Committee to include business and developers.
- schedule and conduct regular meetings of the Disaster Recovery Coalition Executive Committee and General Membership. Develop and distribute agendas in advance of the meeting; take minutes of meetings and distribute in a timely manner.
- identify a member of the Executive Committee who would be part of a three member review committee assessing the performance of the Director of the Disaster Recovery Coalition.
- write grants for additional funding for the Disaster Recovery Coalition.
- secure and coordinate volunteers for home repair work; coordinate repairs with the contractor. Ensure all necessary permits are obtained in advance of repairs being made.
- conduct community-wide training related to the work of the Disaster Recovery Coalition.
- coordinate services with mitigation grant agencies.
- provide regular reports as required to any and all funders of the Coalition's activities, including, but not limited to, the work of the Director of the Coalition and any programs and services for which funds are provided to the Coalition directly and/or provided to the United Way, for which the United Way assigns the funding to the Coalition.
- the Coalition will file all necessary reports required to maintain its current incorporation status.

## Exhibit A 2

Under this Scope of Work, the **United Way** will:

- serve as the daily supervisor of the Director of the Disaster Recovery Coalition and ensure that this individual performs his/her duties as outlined in the job description.
- identify one individual to serve on a three member review committee assessing the performance of the Director of the Disaster Recovery Coalition.
- agree to assign one of its staff or volunteers to serve on the Disaster Recovery Coalition's Executive Committee.
- allow the Disaster Recovery Coalition to apply for grants under the United Way's incorporation and not-for-profit status, ensuring that the submission of the grant is in the best interest of this effort; that the grant requirements can be met by the Disaster Recovery Coalition; and that the grant can be administered by the United Way.
- maintain on their payroll, staff assigned to the Disaster Recovery Coalition, and provide such staff the same fringe benefits provided to all other similar defined staff employed by the United Way.
- have the exclusive and final decision-making regarding the hiring and any and all employment actions against any staff assigned to the Disaster Recovery Coalition, after recommendation by the three member review committee. The Disaster Recovery Coalition may not hire, terminate or cause employment action of any sort against any staff member who is on the United Way's payroll. All such actions will be the responsibility of the United Way and all parties recognize that if such actions are taken, the United Way must assure that all such actions adhere to all Human Resource Policies of the United Way and all applicable local, state and federal laws.
- provide both the County and Disaster Recovery Coalition monthly financial reports on the expenditure of funds assigned to the activities of the Disaster Recovery Coalition.
- seek on its own, any funds or any contributions for disaster related activities the United Way deems necessary for roles the United Way fulfills prior to, during and after a Disaster. The United Way does not have to assign those funds to the Disaster Recovery Coalition, unless they, in fact, applied for the grant in the role of direct fiscal agent for the Disaster Recovery Coalition.
- provide funds, if and when available from the United Way, for the costs associated with the salary and fringes for the Disaster Recovery Director and provide office space and costs, if available, for that person and other staff assigned to the Disaster Recovery Director.

### **Exhibit A 3**

Under this Scope of Work, **Palm Beach County** will:

- identify a member of the County Government staff to serve on the Disaster Recovery Coalition's Executive Committee.
- identify a member of the County Government to serve on the Review Committee assessing the performance of the Director of the Disaster Recovery Coalition.
- provide access to and involvement of the Disaster Recovery Coalition, its chairperson, and/or Director to various meetings related to the planning and responding to human service related disaster needs in the county.
- monitor the performance of the Disaster Recovery Coalition and provide reports on the results.



**EXHIBIT B**  
**REIMBURSABLE EXPENSES ONLY**  
**SCHEDULE FOR PAYMENT AND UNITS OF SERVICES**

**Agency: United Way of Palm Beach County**  
**Service/Program: Palm Beach County Disaster Recovery Coalition**

<b>Unit of Service and Definition</b>	<b>Number of Units of Service</b>	<b>Cost Per Unit of Service</b>
<b>Coalition Development:</b> to include planning, program guideline development, committee process. Unit= one hour	121	\$40.06
<b>Volunteer Coordination:</b> to include recruitment, engagement, training and matching. Unit= one hour	1,000	\$40.06
<b>Operation:</b> to include planning and conducting meetings and training, writing grants, and coordinating repairs. Unit= one hour	2,000	\$40.06

<b><u>MONTH OF</u></b>		<b><u>BILLING RATE</u></b>	<b><u>CUMULATIVE AMOUNT</u></b>
OCTOBER,	2006	\$10,416.66	\$ 10,416.66
NOVEMBER,	2006	\$10,416.66	\$ 20,833.32
DECEMBER,	2006	\$10,416.66	\$ 32,249.98
JANUARY,	2007	\$10,416.66	\$ 41,466.64
FEBRUARY,	2007	\$10,416.67	\$ 52,083.31
MARCH,	2007	\$10,416.67	\$ 62,499.98
APRIL,	2007	\$10,416.67	\$ 72,916.65
MAY,	2007	\$10,416.67	\$ 83,333.32
JUNE,	2007	\$10,416.67	\$ 93,749.99
JULY,	2007	\$10,416.67	\$104,166.66
AUGUST,	2007	\$10,416.67	\$114,583.33
SEPTEMBER,	2007	\$10,416.67	\$125,000.00
<b>MAXIMUM AMOUNT AUTHORIZED</b>		<b><u>\$ 125,000</u></b>	

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by UNITED WAY directly in connection with UNITED WAY's performance of its duties and Scope of Work pursuant to this Contract.

EXHIBIT C

QUARTERLY PERFORMANCE MEASURES REPORT

PROGRAM \_\_\_\_\_

QUARTER \_\_\_\_\_

PERFORMANCE MEASURES	TARGET (25% per quarter)	PERCENT ACHIEVED	STATUS
Coordinate nine Disaster Recovery Coalition general and Executive meetings.			
Diversify Disaster Recovery Coalition membership; add four members to include representatives of business/ development.			
Write grants; minimum five per year.			
Conduct community-wide training and preparedness seminars with all levels of citizens; minimum twelve per year.			
Coordinate all volunteer activities related to disaster home repair; ensure ongoing pool.			
Link clients approved for disaster repair with contractor and monitor to completion.			

Completed by \_\_\_\_\_  
Date \_\_\_\_\_

**Exhibit D**

Date \_\_\_\_\_

AMOUNT OF REIMBURSEMENT REQUEST:

\$ \_\_\_\_\_

FOR MONTH OF: \_\_\_\_\_

I hereby certify that by personal examination of the records of this Provider that these expenses, as supported by the attached statements, were made on behalf of this provider for the purposes specified in its approved request for County funding. Refer to Palm Beach County Board of County Commissioner Document # \_\_\_\_\_.

\_\_\_\_\_  
(Signature) Director