

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Capital Expenditures	_____	_____	_____	_____
Operating Costs	<u>45,450</u>	_____	_____	_____
External Revenue	<u>45,450</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____

Is Item Included In Current Budget: Yes _____ No X
 Budget Account No.: Fund 0001 Dept. 148/660 Unit 1310/7100 Obj. 1301
 Program Code various Program Period: FY07

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding from PBC Disaster Recovery Coalition, Inc.

Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 6-6-07
 6/5/07 OFMB *[Initials]* 6/4/07

[Signature] 6/18/07
 Contract Administration

B. Legal Sufficiency:

At the time of our review, the MOA was not executed.

Maureen Cullen For T. Fields
 Assistant County Attorney

C. Other Department Review:

Department Director

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

MEMORANDUM OF AGREEMENT
FEMA Closeout Case Management Support

WHEREAS, **United Way of Palm Beach County** (herein after referred to as United Way), in its role as the fiscal agent for the **Palm Beach County Disaster Recovery Coalition, Inc.**, enters into this Agreement for \$45,450.00 with the **Palm Beach County Board of County Commissioners**, hereinafter referred to as Board of County Commissioners, for the sole purpose of paying for salary/wage(s) and related expenses for FEMA Closeout case management support for the period of February 28 - June 30, 2007.

I. Palm Beach County Board of County Commissioners agrees:

- a. Per Volunteer Florida Hurricane Relief Fund terms, this funding will be provided with an initial 50% (\$22,725.00) allotment upon a full execution of this Agreement. All additional allocations will be made as the funds are expended and reported upon to the Foundation by United Way. Funding for direct services is not to exceed the total award. All funds must be expended prior to June 30, 2007.
- b. To provide to United Way a report setting forth how the awarded funds were spent (such report to be in the attached form(s) as specified by Volunteer Florida Foundation). The report will include, but is not limited to: housing plans for individual clients, financial guides and other services provided to clients, information on individual assistance demonstrating how these funds assisted individuals/families in the development of an exit strategy from FEMA housing, tracking of volunteers and hours worked, update on media efforts, and documentation for expense reconciliation. *(This report will serve as request for each installment following the original 25% award. Subsequent installments will not be made until a complete report for the previous installment is received.)* Reports are due to United Way on the 1st of each month.
- c. Funds will be expended beginning February 28 to June 30, 2007 on a cost reimbursement basis and in accordance with County payroll schedules. Payroll ledgers demonstrating charges to awards for salaries /wages will serve as documented payrolls and must be supported by personnel activity reports. Please see Circular No. A-122 for additional information required in activity reports. Requests for reimbursement of salary/wage expenditures already incurred may be submitted for reimbursement at any time upon commencement of this Agreement.
- d. The County 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. UNITED WAY

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 the COUNTY's place of business.

- e. To utilize the United Way Volunteer Center programs and services, and register volunteer needs on the web site.
- f. To actively participate in the Palm Beach County Disaster Recovery Committee, Inc.
- g. By signing this Agreement it will adhere to the current policy regarding non-discrimination in serving any and all clients with these funds and will sign a "Contractor Release Form" per grant obligations.

II. United Way Agrees:

- a. To pay an initial 50% of this Agreement (\$22,725) upon full execution of the Agreement and to reimburse the Board of County Commissioners after the receipt and approval of the required monthly invoices.

The relationship between United Way and the Board of County Commissioners is that of independent contractors, and neither shall be considered a joint venture, partner, agent or representative or other relationship of the other for any purpose expressly or by implication. Accordingly no rights or interests granted herein by United Way of Palm Beach County shall be deemed to confer any rights of sovereign immunity to the Board of County Commissioners.

The activities performed under this Agreement by the Board of County Commissioners will be paid by funds contractually given to the United Way by Volunteer Florida. Funding under this Agreement is contingent upon the availability of funding from Volunteer Florida.

This Agreement may be terminated by either party upon a written 30-day notice. Upon such notice, United Way will only pay the Palm Beach County Board of County Commissioners for allowable costs through the termination date.

This Agreement constitutes the entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all other negotiations, understandings and representations, if any, made by and between the parties.

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

UNITED WAY OF
PALM BEACH COUNTY

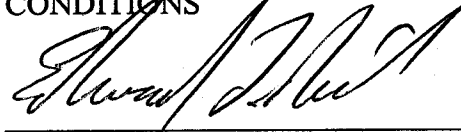
Addie L. Greene, Chairperson Date

Scott Badesch, President Date

Sharon R. Bock, Clerk & Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS



County Attorney

Department Head

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGEX - 140 - 051707*1692
BGRV - 140 - 052107*563

FUND (0001) - GENERAL

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 5/17/07	REMAINING BALANCE
REVENUE								
148 1305	4900 Charges for Services - Other	0	0	30,300	0	30,300		
	Total Revenue	1,074,685,461	1,074,685,461	30,300	0	1,074,715,761		
EXPENDITURE								
148 1310	1301 Salaries & Wages - Non-FRS	14,000	14,000	30,300	0	44,300		44,300
	Total Expenditures	1,074,685,461	1,074,685,461	30,300	0	1,074,715,761		

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COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Edward L. Rich

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

Edward L. Rich 5-31-2007

By Board of County Commissioners
At Meeting of _____

Deputy Clerk to the
Board of County Commissioners