

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013	2014
Capital Expenditures						
Operating Costs						
Grant Expenditure	\$105,655					
External Revenues						
Program Income						
(County)						
In-Kind Match (County)						

Net Fiscal Impact \$ 105,655

Additional FTE Positions (Cumulative) 0

Is Item Included in Current Budget: YES X NO

Budget Account No.: Fund 0001 Dept. 741 Org 2511 Object 8201

Reporting Category _____

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

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p><u>Jan D. 4/10/09</u> OFMB</p> <p style="margin-left: 100px;">ND 4/10/09 CN 4/9/09</p>	<p><u>Jan J. 4/10/09</u> Contract Administration</p> <p style="margin-left: 20px;">This Agreement is retroactive.</p>
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B. Legal Sufficiency:

Leon D. 4/10/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

MEMORANDUM OF AGREEMENT

The Palm Beach County Board of County Commissioners (BCC) has agreed to participate in funding the Palm Beach County Prosperity Campaign, from October 1, 2008 through September 30, 2009.

The Palm Beach County Board of County Commissioners agrees to provide up to a maximum of \$105,655 in accordance with the following terms:

1. All funds related to this agreement will be used for the sole purpose of supporting the Palm Beach County Prosperity Campaign as identified in the attached operating budget.
2. United Way will bill on a cost reimbursement monthly.
3. The funds will be expended between January 1, 2009 and September 30, 2009.
4. Throughout the term of this Memorandum of Agreement and for a period of seven years thereafter, the BCC shall be entitled to review and inspect the books and records of United Way which relate to the subject matter of this Memorandum of Agreement for the purposes of ensuring United Way's compliance with the terms hereof. If, at any time, the BCC determines that monies were not expended for the purposes herein, United Way shall immediately reimburse the BCC upon written request for same by the BCC.
5. Relationship of Parties. The relationship between the BCC and United Way is that of independent contractors, and neither shall be considered a joint venturer, 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 the BCC shall be deemed to confer any rights of sovereign immunity and shall be strictly limited to the BCC under the laws and constitution of the State of Florida. United Way shall not for itself, and it shall ensure that its officers, directors, employees, agents, independent contractors and representatives do not assert as a defense or claim any rights of sovereign immunity in any legal or other proceeding. United Way agrees to indemnify, defend and hold the BCC harmless from any and all damages, claims, losses including attorneys fees and costs at all levels of trial and appeal, resulting from a breach of this provision by United Way and any of its officers, employees, agents, independent contractors and representatives.
6. Sovereign Immunity. This agreement shall not be construed as constituting a waiver of any rights to sovereign immunity to the BCC under the laws and constitution of the State of Florida.

Attachment 1

7. Indemnification. United Way agrees to indemnify, defend and hold the BCC, its Commissioners, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, action, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney=s fees at all levels of trial and appeal, as a result of any negligent or intentional act of United Way or any officer, director, employee, agent, independent contractor and representative of United Way.

8. Entire Agreement. 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.

The BCC and United Way agree to comply with the terms of this Memorandum of Agreement.

BY: _____ Date: _____
~~Chairman Jeff Keons~~
PBC Board of County Commissioners
JOHN F. KOONS
CHAIRMAN

BY: Wayne Cunningham Date: 3/28/09
Wayne Cunningham, President and CEO
United Way of Palm Beach County, Inc.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
Leon A. John
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS
Vincent J. Bonvento
Vincent J. Bonvento
Assistant County Administrator

Chair
Christine Oberlink
Community Volunteer

Chair Elect & Legal Counsel
Arthur J. Menor, Esq.
Shutts & Bowen, LLP

Secretary
Anne E. Cantwell
1st United Bank

Treasurer
Administration & Finance
Robert D. Johnson
JM Family Enterprises

*Immediate Past Chairman &
Bylaws, Recruitment & Nominating*
Sergio A. Mariaca
Linsco/Private Ledger

President & CEO
Scott B. Badesch

Annual Campaign
Michael B. Spears
NCCI Holdings, Inc.

Audit
Evelyn F. Parkes-Brier, C.P.A.
Evelyn F. Parkes, C.P.A., P.A.

Oversight
Howard Bregman, Esq.
Greenberg Traurig, LLP

*Strategic, Emerging and
Contingency Needs*
John F. Flanagan, Esq.
Moyle, Flanagan, Katz, Breton,
White & Krasker, P.A.

Labor Participation
Lynn Robertia
CWA Local 3112

Marketing & Brand Management
Jon R. Levinson, Jr.
REL Enterprises, Inc.

Planning & Technology
Kenneth L. Groves
Edwards Electric Corporation

Volunteer Center
Robert E. Zobel
XN Holdings

Members At Large

James M. Carman
Community Volunteer

Rod Macon
Florida Power & Light Company

Thomas A. Sheehan, III, Esq.
Children's Services Council of
Palm Beach County

IMPACT AREAS

*Providing Food, Shelter &
Emergency Needs*
Eric M. Kelly
Allegheny Franciscan Ministries, Inc.

*Improving Futures for Children
& Families*
Seth R. Bernstein
Boys Town South Florida
Bob Christie
Sun-Sentinel

*Promoting Independence for People
with Disabilities*
Mark W. Pickering
Medicaid Area 9

Improving the Lives of Seniors
Bridget Ann Berry, Esq.
Greenberg Traurig, LLP
Dr. Kristen O. Murtaugh
Florida Atlantic University

RECEIVED

MAR 20 2009

PUBLIC SAFETY
DEPARTMENT

March 17, 2009

Vincent J. Bonvento
Assistant County Administrator
Palm Beach County Board of County Commissioners
301 North Olive, Suite 1101
West Palm Beach, FL 33401

Dear Mr. Bonvento:

United Way's Volunteer Income Tax Assistance (VITA) Program, as a part of the Palm Beach County Prosperity Campaign, has been deluged by community demand since the opening of the sites on January 20th. Results from the 2008 tax season so far include the following:

- United Way opened twenty free VITA tax filing sites in Palm Beach County to help residents with incomes of under \$42,000 file their taxes and assist them in getting tax credits for which they are eligible.
- Total number of 2008 tax returns prepared at VITA sites is expected to reach over 10,000.
- Total amount of 2008 tax refunds generated is expected to be more than \$14,500,000, an increase from last year. Included in this amount is the earned income tax credit, on pace to exceed the amount last year of \$5.8 million.

In addition to filing taxes, volunteers are providing individuals and families with information on other services available to them at the four United Way Prosperity Centers, including the first time homebuyer (IDA) program, health & benefits screening and accessibility, financial literacy and money management classes, credit counseling services, and educational and vocational services.

The VITA Program has become the platform for the Prosperity Campaign to achieve its vision - to provide economic self-sufficiency by empowering low-income and low-wealth residents of Palm Beach County to secure adequate income, accumulate savings, and live in economically viable neighborhoods.

United Way is requesting that the Palm Beach County Board of County Commissioners provide \$105,655 in matching funds for this project for fiscal year October 1, 2008 - September 30, 2009 to support the VITA Program. I have also attached the 2008-2009 VITA Budget per your request.

If you have any questions please call Kasha Owers, Director, Prosperity Campaign at 561-375-6617. Thank you for your consideration of this request.

Sincerely,

Wayne Cunningham
Wayne Cunningham
Interim President & CEO

**GIVE. ADVOCATE. VOLUNTEER.
LIVE UNITED** 
United Way of Palm Beach County

REC'D MAR 18 2009

United Way of Palm Beach County
 Volunteer Income Tax Assistance (VITA) Budget
 October 1, 2008 – September 30, 2009

Expenses		Description
Salary & Fringes	\$284,350	1.0 FTE Program Manager, .50 FTE Volunteer Services Manager, Seasonal Workers: 2 Area Managers, 23 Site Coordinators, Admin and Management
Professional Fees	3,000	Translation/Accommodation Services for People with Disabilities
Office Supplies	8,206	Main office and each of the 25 sites throughout tax season
Telephone	20	
Cell Phone	2,500	2 Area Managers and 2 Program Staff - Seasonal/Reduce Rate 6 months
Conferences	600	Annual Conference (pro rata share)
Postage	750	
Copies	400	
Express Mail	240	
Equipment Rental & Maintenance	239	
Printing and Publication	4,500	Flyers, Banners, Other
Radio, Print Ads, Outreach & Public Information	45,000	Radio, Print, TV Ads
Recognition	5,000	Volunteer Recognition Event (90 volunteers Brunch and gifts)
Mileage	6,000	Program staff, Area managers
Local Meetings	600	Refreshments and Material for Trainings
Special Event	2,000	National Earned Income Tax Credit Day/Tax Stimulus Awareness Day
Computer	6,500	Laptop, printers any needed software for enhancement
TOTAL	\$369,905	

Revenue:

United Way of Palm Beach County	\$120,250
Palm Beach County Board of County Commissioners	\$105,655
IRS Grant	\$144,000
TOTAL	\$369,905