



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

<b>Fiscal Years</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	78,566	78,720			
<b>Federal Grant Revenue</b>	(47,139)	(59,040)			
<b>United Way</b>	(31,427)	(19,680)			
<b>Program Income (County)</b>					
<b>In-Kind Match (County)</b>					
<b>Net Fiscal Impact</b>	<u>0</u>	<u>0</u>			
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	0	0	0	0	0

Is Item Included In Current Budget? Yes \_\_\_ No X

Budget Account No.: Exp: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Objec' \_\_\_  
 Rev: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Source \_\_\_

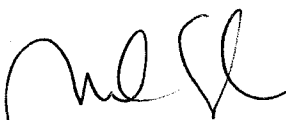
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

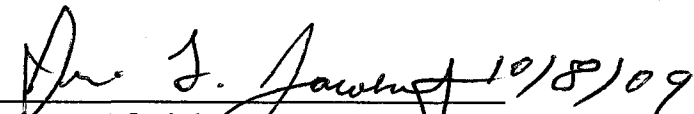
\* The position will cost \$78,566 in FY 10 and \$78,720 in FY 11. United Way will reimburse the County \$31,427 in FY 10 and \$19,680 in FY 11. The federal portion of the Emergency Management Preparedness Assistance grant will pay for the balance. No advalorem funds will be used.

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


**III. REVIEW COMMENTS**

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

  
 OFMB 88 10/6/09  
 9/29/09

  
 Contract Administration  
 10/8/09

**B. Legal Sufficiency:**

  
 10/15/09  
 Assistant County Attorney

This Contract complies with our contract review requirements.  
 At the time of our review the contract was not executed.

**C. Other Department Review:**

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

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

**AGREEMENT FOR PARTIAL PAYMENT  
SENIOR PLANNER POSITION**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and United Way of Palm Beach County, Inc. (hereinafter "UNITED WAY"), a corporation authorized to do business in the State of Florida.

Whereas, the COUNTY and UNITED WAY have mutually identified and agreed upon the need to enhance volunteer initiatives for the benefit of the citizens of Palm Beach County; and

Whereas, the COUNTY, in an effort to meet the need outlined above, has agreed to partially fund a full-time position of Senior Planner whose primary function will be the coordination of volunteer initiatives for the County; and

Whereas, the COUNTY agrees the Senior Planner position will be housed within the Division of Emergency Management for the Department; and

Whereas, the UNITED WAY has agreed to provide funding for a portion of the full time Senior Planner position for the coordination of volunteer initiatives for the county; and

Now therefore, in consideration of the mutual promises contained herein, the COUNTY and the UNITED WAY agree as follows:

**ARTICLE 1 - SERVICES**

The UNITED WAY'S responsibility under this Agreement is to provide COUNTY partial contribution towards the total costs associated with the Senior Planner position pursuant to a Strategic Plan scope of work detailed in Exhibit "A" herein and further detailed in Exhibit "B" herein.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Charles Tear, Director, Palm Beach County Public Safety Department/Division of Emergency Management, (561) 712-6330.

The UNITED WAY'S representative/liaison during the performance of this Agreement shall be Upendo Shabazz-Phillips, Vice President of Community Impact, United Way of Palm Beach County, Inc., (561) 375-6622.

**ARTICLE 2 - SCHEDULE**

The Agreement will be for a period of two (2) years commencing on October 1, 2009 and ending on September 30, 2011.

The UNITED WAY will make payments to COUNTY as per the Payment Schedule detailed in Exhibit "B" herein.

### **ARTICLE 3 - PAYMENTS BY UNITED WAY**

- A. The total costs associated with the senior planner position for the first year of this agreement shall be \$78,566.40 and for the second year of this agreement shall be \$ \$78,720.28 for each year respectively.

The total amount to be paid by UNITED WAY under this Agreement for the first year shall be forty (40) percent of \$78,566.40, which represents the total costs associated with the Senior Planner position for the first year. UNITED WAY's share for the first year shall not exceed \$31,427. The total amount to be paid by UNITED WAY for the second year under this Agreement shall be twenty five (25) percent of \$78,720.28 which represents the total costs associated with the Senior Planner position for the second year. UNITED WAY's share for the second year shall not exceed \$19,680. See Exhibit "B" herein.

- B. Invoices prepared for the UNITED WAY pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that the scope of work requirements have been rendered in conformity with the Agreement. Approved invoices will then be sent to the UNITED WAY for payment on a quarterly basis as outlined in Exhibit B herein. Invoices will normally be paid twenty (20) days following the UNITED WAY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the COUNTY will clearly state "final invoice" on the COUNTY'S final/last billing to UNITED WAY. This shall constitute COUNTY'S certification that the scopes of work requirements have been properly performed and all charges and costs have been invoiced to UNITED WAY. Any other charges not properly included on this final invoice are waived by the COUNTY.

### **ARTICLE 4 - TERMINATION**

This Agreement may be terminated by the COUNTY upon thirty (30) days prior written notice to the UNITED WAY's representative in the event of substantial failure by the UNITED WAY to perform in accordance with the terms of this Agreement through no fault of the COUNTY.

### **ARTICLE 5 - PERSONNEL**

The Senior Planner position shall be an employee of the COUNTY and shall at all times, and in all places, be subject to the COUNTY'S sole direction, supervision, and control. COUNTY shall have complete authority concerning the Senior Planner's duties, hours and days of employment, supervisory capacity, discipline, retirement benefits, insurance, health and dental benefits, any other employee benefits, all hiring and firing decisions, and all other decisions concerning employment. United Way shall not have any authority or input regarding COUNTY'S employment authority in reference to the Senior Planner.

### **ARTICLE 6 - INDEMNIFICATION**

UNITED WAY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, 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 UNITED WAY's

performance of the terms of this Agreement or due to the acts or omissions of UNITED WAY.

**ARTICLE 7 - SUCCESSORS AND ASSIGNS**

The COUNTY and the UNITED WAY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the UNITED WAY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or UNITED WAY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the UNITED WAY.

**ARTICLE 8 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will 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 or hereafter existing at law or in 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.

**ARTICLE 9 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The UNITED WAY is, and shall be, in the performance of all work services and activities as specified in Exhibit "A" under this Agreement, an Independent CONTRACTOR, and not an employee, agent, or servant of the COUNTY. UNITED WAY and COUNTY agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

The UNITED WAY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. The COUNTY does not have the power or authority to bind the UNITED WAY in any promise, agreement or representation.

**ARTICLE 10 - NONDISCRIMINATION**

The COUNTY 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, sexual orientation, gender identity or expression.

**ARTICLE 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 circumstances 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.

**ARTICLE 12 - MODIFICATIONS**

The COUNTY reserves the right to make changes in Strategic Plan for Senior Planner contained in Exhibit "A", Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the UNITED WAY of the COUNTY'S notification of a contemplated change, the UNITED WAY shall, in writing advise the COUNTY if the contemplated change is approved by the UNITED WAY'S ability to meet the terms of this Agreement.

If the COUNTY and UNITED WAY elect to make the change, the COUNTY shall initiate an Agreement Amendment and shall not effectuate any such change until such written amendment is signed by the UNITED WAY and approved and executed on behalf of Palm Beach County.

**ARTICLE 13 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

**Charles Tear, Director  
Palm Beach County  
Division of Emergency Management  
20 South Military Trail  
West Palm Beach, Florida 33415**

With copy to:

**Vincent J. Bonvento  
Assistant County Administrator  
and Director of Public Safety Department  
Public Safety Department  
20 South Military Trail  
West Palm Beach, Florida 33415**

If sent to the UNITED WAY, notices shall be addressed to:

**Charles Anderson, CEO  
United Way of Palm Beach County, Inc  
2600 Quantum Boulevard  
Boynton Beach, Florida 33426-8627**

With copy to:

**Upendo Shabazz-Phillips  
Vice President of Community Impact**

**United Way of Palm Beach County, Inc.  
2600 Quantum Boulevard  
Boynton Beach, Florida 33426-8627**


**ARTICLE 14 - ENTIRETY OF AGREEMENT**

The COUNTY and the UNITED WAY 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 in accordance with Article 12 Modifications.

(The remainder of this page is intentionally left blank)

UNITED WAY:

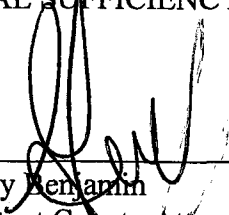
United Way of Palm Beach County, Inc.  
Company Name

BY   
Charles Anderson, CEO

COUNTY:  
Palm Beach County,  
Board of county Commissioners

BY: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By   
Gentry Benjamin  
Assistant County Attorney



## **EXHIBIT "A"**

### **Strategic Plan For**

#### ***Senior Planner***

The Senior Planner will perform the following emergency management tasks for the Division of Emergency Management (DEM):

- Work cooperatively with the DEM Director or manager designee to identify project goals, objectives, timelines, milestones and a detailed implementation project plan.
- Work as coordinator of the Palm Beach County Citizen Corps Council.
- Coordinate and support DEM's efforts and initiatives in the coordination of volunteers and partnering agencies in Palm Beach County.
- Develop and coordinate Citizen Corp programs for DEM's participation in community events.
- Prepare and/or assist in preparation of annual and other reports as they relate to program areas.
- Build an emergency management volunteer professional/scholastic support group to assist the County with staff augmentation.
- Identify grant funding for Citizen Corp programs and to support continued financing of professional emergency services for public outreach to be reviewed on an annual basis.
- Develop an intern program to support disaster program needs.
- Staff EOC during activations and support Logistics Section – Volunteers and Donations Unit.
- Train personnel and volunteers to carry out an effective Citizen Corp outreach program.
- Conducts activities with other agencies related to Citizen Corps programs.
- Provide on a weekly basis, and as needed basis, to the DEM Director or manager designee an update of project status and project direction.
- Perform related duties assigned to the development of the Palm Beach County Citizen Corp Council and overall emergency management objectives.
- Working cooperatively with the DEM manager and United Way, rewrite the Volunteer and Donations Coordinating Procedure.
- Develop and maintain personal resource (Team Manager) database within WebEOC.
- Categorize the abilities of the individuals or groups and then refer them, based on the needs of the County and other community based organizations.
- Coordinate with the different County departments and community based organizations to determine what supplies are in immediate demand, compile a list, and then work with the Public Information Office to advertise the needs.
- Organize, inventory, package, and redistribute all donations arriving in the County. Set up a distribution network to warehouse all donations.
- Coordinate staff and equip the different distribution points with volunteers that may be established throughout the County.

- Locate and maintain storage sites for donated goods.
- Develop a six (6) month Emergency Support Function (ESF) 15 volunteer plan.

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**EXHIBIT "B"**

**SCHEDULE OF PAYMENTS**

Detail Costs of Senior Planner Position			
	<u>FY 2010</u>	<u>FY 2011</u>	<u>TOTAL</u>
Salary	66,024.00	66,024.00	132,048.00
FICA/Medicare (7.65%)	5,050.84	5,050.84	10,101.67
FRS Contribution (9.85%)	6,503.36	6,503.36	13,006.73
Life Insurance	77.28	77.28	154.56
Long Term Disability	64.80	64.80	129.60
Health Insurance - Opt out	846.12	1,000.00	1,846.12
<b>Total</b>	<b>\$78,566.40</b>	<b>\$78,720.28</b>	<b>\$157,286.68</b>
<b>United Way Contribution %</b>	40.00%	25.00%	32.49%
<b>United Way Contribution \$</b>	<b>\$31,427</b>	<b>\$19,680</b>	<b>51,107</b>
<b>Quarterly Payments</b>	<b><u>\$7,856.75</u></b>	<b><u>\$4,920.00</u></b>	

Quarterly payments will be made by UNITED WAY under this Agreement as follows:

First year of Agreement: Oct 1, 2009 to September 30, 2010:

- 1<sup>st</sup> quarter    **\$7,856.75** (October 1, 2009 to December 31, 2009)
- 2<sup>nd</sup> quarter    **\$7,856.75** (January 1, 2010 to March 31, 2010)
- 3<sup>rd</sup> quarter    **\$7,856.75** (April 1, 2010 to June 30, 2010)
- 4<sup>th</sup> quarter    **\$7,856.75** (July 1, 2010 to September 30, 2010)

Second year of Agreement: Oct 1, 2010 to September 30, 2011:

- 1<sup>st</sup> quarter    **\$4,920.00** (October 1, 2010 to December 31, 2010)
- 2<sup>nd</sup> quarter    **\$4,920.00** (January 1, 2011 to March 31, 2011)
- 3<sup>rd</sup> quarter    **\$4,920.00** (April 1, 2011 to June 30, 2011)
- 4<sup>th</sup> quarter    **\$4,920.00** (July 1, 2010 to September 30, 2011)

10- 0025

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET Admendment

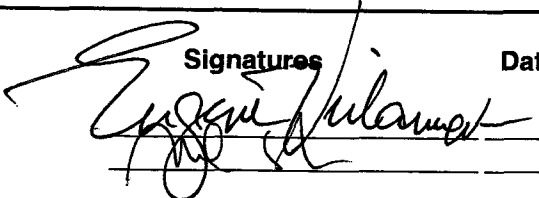
BGEX - 662- 0924090000000002423- 1  
BGRV - 662- 0924090000000000793- 1-

FUND 1428 - EMPA Fund

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	REMAINING BALANCE
<b>EMPA Federal</b>								
<u>Revenue</u>								
1428-662-5234-4900	Charges for Services			31,427	0	31,427		
	<b>Total Revenue and Balance</b>	<u>209,446</u>	<u>209,446</u>	<u>31,427</u>	<u>0</u>	<u>240,873</u>		
<u>Expense</u>								
1428-662-5234-1201	Salaries			66,024		66,024		
1428-662-5234-2101	FICA			4,093		4,093		
1428-662-5234-2105	Medicare			957		957		
1428-662-5234-2201	Retirement			6,504		6,504		
1428-662-5234-2301	Insurance			988		988		
1428-662-5233-4703	Graphics Charges	35,001	35,001		23,570	11,431		
1428-662-5233-5111	Office Furniture and Equipment	34,176	34,176		23,569	10,607		
	<b>Total Appropriation and Expenditures</b>	<u>209,446</u>	<u>209,446</u>	<u>78,566</u>	<u>47,139</u>	<u>240,873</u>		

**PUBLIC SAFETY ADMINISTRATION**  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures \_\_\_\_\_ Date 9/24/09  
  
 8/10/6/09

By Board of County Commissioners  
At Meeting of 10/20/09  
 Deputy Clerk to the  
Board of County Commissioners