

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date:	December 21, 2010	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

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I. EXECUTIVE BRIEF

- Motion and Title:** Staff recommends motion to approve:
- A) a waiver of prohibited relationship pursuant to Palm Beach County Code, Article XIII, the Palm Beach County Code of Ethics for United Way of Palm Beach County employees Charles Anderson and Laurie George, a member and an alternate respectively, of the Homeless Advisory Board;
 - B) contract with United Way of Palm Beach County, Inc. (United Way) for the period October 1, 2010, through September 30, 2011, in an amount not to exceed \$50,000 to provide disaster recovery services.

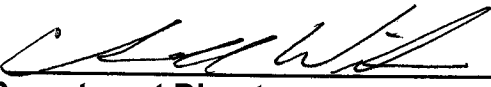
Summary: This contract with United Way will support staffing and related expenses for the Disaster Recovery Coalition. United Way agrees to provide oversight as the fiscal agent for the Coalition and direct supervision of Coalition personnel. The Coalition will provide disaster response and recovery services in support of the Palm Beach County Comprehensive Emergency Management Plan. Prohibited relationship waivers are being recommended for two (2) employees of United Way who serve on a County advisory board. The individuals have disclosed this relationship and are requesting a waiver pursuant to Section 2-443(d) of the Code of Ethics. The waivers are being recommended based on a staff determination that the execution of this contract will not create a conflict of interest with the continued service of the individuals on the advisory board. (Human Services) Countywide (TKF)

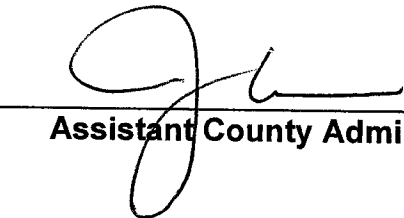
Background and Justification: Disaster preparedness activities expanded since the onset of multiple hurricanes affecting Palm Beach County in 2004 and 2005. The expanded efforts have included additional planning to meet human services needs and to accelerate recovery projects utilizing not-for-profit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

Attachments:

Contract

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Recommended By:  12/3/10
Department Director Date

Approved By:  12/10/10
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

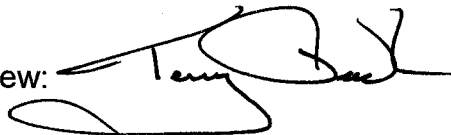
A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs	<u>50,000</u>				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>50,000</u>				
# ADDITIONAL FTS POSITIONS (Cumulative)					

Is Item Included In Current Budget: Yes X No
Budget Account No.: Fund 0001 Dept. 740 Unit 2518 Obj. 8201
Program Code Program Period: FY11

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

Departmental Fiscal Review:

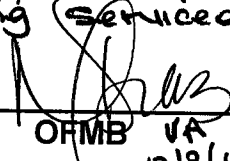


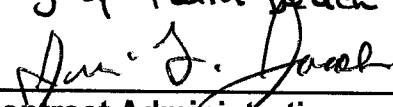
12/7/2010

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Prior approved funding for Disaster Recovery Coalition
is being serviced by United Way of Palm Beach County.


OFMB VA 12/8/2010
12/8/10 2/7/10


Contract Administration 12/9/10
E. Jones 12/9/10

B. Legal Sufficiency:


Assistant County Attorney 12/9/10

This Contract complies with our
contract review requirements.

The effective
date is retroactive.

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and UNITED WAY OF PALM BEACH COUNTY hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-0683258.

Whereas AGENCY has agreed to provide services in support of the Palm Beach County Comprehensive Emergency Management Plan; and

Whereas the AGENCY has agreed to provide access to funded services for COUNTY departments, divisions and/or programs; and to provide individuals referred from COUNTY departments, divisions and/or programs with services on a timely basis;

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibits "A" and "C." 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) and AGENCY.

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2010 and complete services on September 30, 2011.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed **Fifty Thousand Dollars (\$50,000)**. The AGENCY shall bill the COUNTY on a monthly basis. Payment shall be on a unit of service basis as described in Exhibit B, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit B. All requests for payments of this Contract shall include the following:

An original cover memo on AGENCY letterhead signed by the Chief Executive Officer. (Exhibit D) along with the Monthly Allocation Worksheet (Exhibit C).

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts

not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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 the AGENCY and necessary adjustments have been approved by the COUNTY.

COUNTY funding can be used to match grants from non-County sources; however, the grantee 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 for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County. In the event that COUNTY lacks funds necessary to pay the AGENCY for its services pursuant to this contract, this contract may be terminated pursuant to Article 19.

ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed twenty percent (20%) of the total contract amount during the contract period. Requests for budget changes must be submitted in writing by the AGENCY to the DEPARTMENT director. Appropriate documentation of approval of any budget change requests by AGENCY'S Board of Directors must accompany such requests. Budget changes in excess of twenty percent (20%) must be approved by the Palm Beach County Board of County Commissioners.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

ARTICLE 6 - INSURANCE

The AGENCY 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 AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY 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. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY 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 the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY 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. AGENCY shall provide coverage on a primary basis.

- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a Claims-Made basis, the AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability coverage on a primary basis.
- E. **Additional Insured** The AGENCY 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". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **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, the COUNTY shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY 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.

- G. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY 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 7 - INDEMNIFICATION

The AGENCY 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 the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - WARRANTIES AND LICENSING REQUIREMENTS:

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents that it presently has 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. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

ARTICLE 9 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry, gender identity and expression.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees 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. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.

- F. Submit a Report of Quarterly Measurable Outcomes Report for each program, within 15 days of the end of each calendar quarter (i.e. January 15, April 15, July 15 and September 30) that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted to the DEPARTMENT by completing Exhibit E.
- G. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

ARTICLE 12 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. 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 the AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue including Federal and Non-Federal funds and costs by sponsoring agency and contract/agreement/grant number. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: Division of Human Services Grant Coordinator
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the AGENCY'S fiscal year.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049,

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as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Agency, 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 interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 13 - DRUG-FREE WORKPLACE

The AGENCY 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, the AGENCY'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 Article 14, Paragraph A.
- D. In the statement specified in Article 14, 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 the AGENCY 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 14 - PUBLIC ENTITY CRIME

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and

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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 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, 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 the AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'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.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY 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 16 - 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. The AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

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, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise (SBE) participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

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The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 17 – EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its 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 the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's 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 18- DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

ARTICLE 19 - TERMINATION

This contract may be canceled by the AGENCY upon thirty (30) 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 the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY 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, the AGENCY 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. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- 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 20 - NOTICES

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

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

and if sent to the AGENCY shall be mailed to:

Charles Anderson, President & CEO
2600 Quantum Boulevard
Boynton Beach, Florida 33426

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such

application. In the event of a conflict between the application and this Contract (including Exhibits A, B, C, D, and E), this Contract shall control. The COUNTY and the AGENCY both 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 AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Chair
Karen T. Marcus, Chair

WITNESS:

 Georgiana Devine
Signature

 Georgiana Devine
Name Typed

AGENCY:

United Way of Palm Beach County
AGENCY's Name Typed

BY *Laurie George*
Signature

59-0683258
AGENCY's Federal ID Number

Laurie George, PhD
AGENCY's Signatory Name Typed

Chief Operating Officer
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Assistant County Attorney

**APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services**

By: *Channell Wilkins*
Channell Wilkins, Director Community Services

EXHIBIT A
SCOPE OF WORK
CONTRACT FOR DISASTER RECOVERY AND RESPONSE

Disaster Recovery and Response

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.

Deliverables:

Deliverable 1: Obtain 25 MOU's signed by Faith-Based Organizations to identify their participation with the EOA's to support disaster recovery efforts.

Demonstration: Hard copies or electronic format of signed MOU's with Faith-Based Organizations

Due: At time of submission of Report of Quarterly Measurable Outcomes Report.

Deliverable 2: Expand and Update resource registry of Faith-Based Organizations including categorization of agency commitment along with contact and disaster related resource information.

Demonstrate: Submission of a resource registry in Web based format of Faith-Based organization contact and disaster related resource information.

Due: At time of submission of Report of Quarterly Measurable Outcomes Report.

Deliverable 3: Obtain 20 MOU's with Non-Profit Organizations to support disaster recovery efforts.

Demonstration: Hard copies or electronic format of MOU's with Non-Profit Organizations

Due: At time of submission of Report of Quarterly Measurable Outcomes Report

Deliverable 4: Conduct community-wide training and preparedness seminars with all levels of citizens; a minimum of eighteen per year.

Demonstration: Submit copies of Agendas and Sign-In Attendance Logs.

Due: At time of submission of Report of Quarterly Measurable Outcomes Report

Deliverable 5: Coordinate disaster response and repair in the event of a disaster. If during the contract period, no disaster occurs, this deliverable will be not applicable. In the event of a disaster, this deliverable will occur in place of Deliverables 1, 2 & 3

Demonstration: Copies of Disaster Assessment, Response and Repair Reports

Due: At time of submission of Report of Quarterly Measurable Outcomes Report

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

Unit of Service and Definition	Number of Units of Service	Cost Per Unit of Service
Recruit: 25 MOU's will be developed and signed by Faith-Based Organizations to support disaster recovery efforts Unit= one hour	200	\$50.00
Recruit: 20 MOU's will be developed and signed by Non-Profit Organizations to support disaster recovery efforts Unit= one hour	200	\$50.00
Disaster Preparedness: Expand and Update Resource Registry of Faith-Based and Non-Profit Organizations in web EOC format. Unit= one hour	175	\$50.00
Operation: to include planning and conducting meetings and training, writing grants, and coordinating repairs. Unit= one hour	425	\$50.00
Coordinate: disaster response and repair. In the event of a disaster, these units would earned in place of the units in Recruit and Preparedness. Unit = one hour	In the event of a disaster, coordination units can be billed in lieu of recruit, and disaster preparedness units	\$50.00

MAXIMUM AMOUNT AUTHORIZED \$ 50,000

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

Monthly Allocation Worksheet
Palm Beach County Department of Community Services
Division of Human Services FY 2011

Reimbursement Month and Year: _____

Agency Name:
BCC Do. No.:
Contract Year: 2011
Service Dates:

[illegible]

Current Request Total: \$ _____

Certification: I certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contact.

Authorized Signature

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

#_____.

QUARTERLY PERFORMANCE MEASURES REPORT

PROGRAM _____

QUARTER _____

PERFORMANCE MEASURES	TARGET (25% per quarter)	PERCENT ACHIEVED	STATUS
Recruit Non- Profit Organizations to support disaster response efforts.			
Recruit Faith-Based Organizations to support disaster response efforts.			
Expand and Update resource registry of Faith-Based Organization contact and disaster related resource information			
Conduct community-wide training and preparedness seminars with all levels of citizens; minimum eighteen per year.			
Coordinate disaster response and repair only in the event of a disaster.			

Completed by _____ Date _____