

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012 Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with Mrs. Vivian D'Angio to fund the Claude D'Angio Internship in Chemistry within the Palm Beach County Water Utilities Department (PBCWUD).

Summary: Under the Agreement, Mrs. Vivian D'Angio (Donor) would pay an annual payment of \$14,000 to cover the cost of an intern to work up to 1000 hours per year in chemistry related work at PBCWUD. The intern must be a college student majoring in chemistry or related physical science or science education, and would be paid \$12.00 per hour, the remainder of the funding going to required payroll obligations. The Agreement is for one (1) year but may be extended by Donor by providing a written extension letter and payment of funding for the following year. Failure to execute the extension letter or submit the funding shall result in termination of the agreement. Failure of County to execute the extension letter shall result in termination of the agreement and in such case the County shall return the check to Donor with 10 days of receipt. Countywide (MJ)

Background and Justification: Claude D'Angio faithfully served as Chair of the Palm Beach County Water Utilities Advisory Board for 21 years until his passing in 2005. Claude was a Chemist by trade and passionate about the field of chemistry. His widow Vivian D'Angio, wishes to honor the memory of her late husband by providing funding for an internship in chemistry within PBCWUD.

Attachments:

- 1. Three (3) Original Agreements

Recommended By: Bud Beards 8/15/12
Department Director Date

Approved By: Sharon B. By 8/30/12
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Operating Expenditures	<u> </u>	14,000	0	0	0
External Revenues	<u> </u>	(14,000)	0	0	0
Operating Expenses	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4001 Dept 720 Unit 2330 Object 1301

Reporting Category _____

Is Item Included in Current Budget? Yes No X

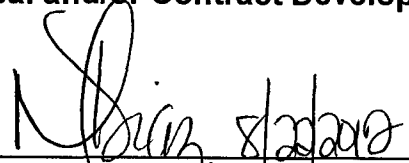
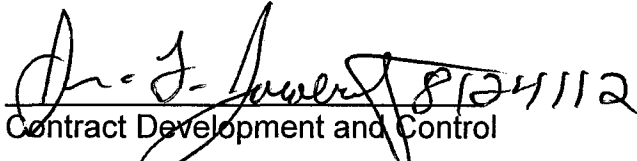
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The donation received will completely fund the cost of the new position


C. Department Fiscal Review: Sullivan West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 _____ OFMB	 _____ Contract Development and Control
8/22/12 8/17/12	

B. Legal sufficiency:



 Assistant County Attorney

8/29/12

C. Other Department Review:

 Department Director

AGREEMENT TO FUND CLAUDE D'ANGIO INTERNSHIP IN CHEMISTRY

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and Vivian D'Angio, an individual (hereinafter "Donor").

WITNESSETH

WHEREAS, Claude D'Angio dedicated 22 years serving the residents of Palm Beach County as the founder and Chairman of the Palm Beach County Water Utilities Advisory Board; and

WHEREAS, Claude D'Angio, a professional organic chemist /management consultant, wished to share his expertise and professional knowledge; and

WHEREAS, the Donor wishes to honor her husband by providing the funding for an annual internship in Chemistry and the County wishes to honor Claude D'Angio's leadership and lasting contributions by establishing the Claude D'Angio Internship ("Internship") in Chemistry within the Water Utilities Department; and

WHEREAS, the County and the Donor wish to enter into this Agreement to provide for the procedure for the funding of the Internship;

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and Donor hereby covenant and agree as follows:

1. **Recitals.** The foregoing statements are true and correct and are incorporated herein.
2. **Effective Date.** The Effective Date of this Agreement shall be October 1, 2012.
3. **Term.** This Agreement shall be an initial term of one year from the Effective Date. This Agreement may be extended for additional one (1) year terms based upon the mutual agreement of the Donor and the Director of the Water Utilities Department ("Director"). Any extension shall be initiated by the Donor by providing a written request for extension, in a form substantially similar to the document attached hereto as **Exhibit "A"** ("Extension Letter"), along with the Annual Payment, mailed to the Director. The Extension Letter, along with the Annual Payment, shall be submitted to the Director no later than September 30 of each year. Failure of Donor to submit the Extension Letter or Annual Payment shall result in the termination of this Agreement. Failure of County to execute the Extension Letter shall result in the termination of this Agreement, and in such case the County shall return the check to the Donor within ten (10) days of receipt.
4. **Payment to County.** Donor agrees to cover all costs related to the Internship. The initial costs of the Internship shall be \$14,000/year (the "Annual Payment"). For the first year of this Agreement, Donor shall make the Annual Payment to the County no later than September 30, 2012. For subsequent years, Donor shall remit the Annual Payment to County in accordance with the process and timelines set forth in Section 3 herein. Following the receipt of the Annual Payment, County shall provide Donor with a letter acknowledging Donor's contribution. If, in the opinion of County, the cost to fund the Internship will exceed the Annual Payment, County shall provide notice to Donor of such additional costs within ten (10) days of receipt of the Extension Letter. Upon receipt of such notice, Donor may decide (a) to terminate the Internship; (b) to fund the additional costs; or (c) to negotiate a reduction in the scope of the Internship with the County to avoid the need for additional costs. Donor shall provide County with notice of this decision within ten (10) of County's notice of additional costs.

5. Internship. The Internship funded pursuant to this Agreement shall be known as the "Claude D'Angio Internship in Chemistry". The Scope of the Internship shall be as set forth in **Exhibit "B"** attached hereto. The intern shall initially be paid \$12.00 per hour. The County shall also be required to meet any funding requirements for the position in accordance with Federal, state, and local law, policies, and procedures. The County has determined that the total costs for the funding of the position shall be \$14,000/year, which is subject to increase in accordance with the procedure set forth in Section 4 herein. The Palm Beach County Merit System Rules and Regulations shall apply to all aspects of the hiring, employment, and termination of the intern. Interns will be selected in manner determined by the County. Donor shall be permitted to attend any interviews/selection process and provide input into the selection of the intern; however, Donor acknowledges that the County shall be the final decision maker as to the selection of the intern.
6. Refunds. County shall refund any portion of the Annual Payment to Donor which, for whatever reason, is not expended on the Internship. Donor and Director may agree to credit these unused funds to the Internship in subsequent years, thus reducing the amount required for the next Annual Payment.
7. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred 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 now or hereafter.
8. Successors and Assigns. County and Donor 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. Neither County nor Donor shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.
9. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
10. 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 by any court of competent jurisdiction, then 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.
11. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Donor, shall be mailed or delivered to Donor at:

Mrs. Vivian D'Angio
8332 Waterline Drive, #102
Boynton Beach, FL 33472

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Department Director

12. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
13. Entirety of Agreement. County and Donor agree that this Agreement and any Exhibits hereto set 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.
14. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Sections 2-421 – 2-440, as may be amended. The Inspector General's Authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of anyone contracting with the County, including their officers, agents, employees, and lobbyists, in order to ensure compliance with contract requirements and detect corruption and fraud.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Donor have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

SHARON R. BOCK, CLERK AND COMPTROLLER

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

(SEAL)

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *Bruce Beaudin*
Director of Water Utilities

Witnesses

Kelley Driscoll
Signature

Kelsey A. Driscoll
Print Name

RS Lenner
Signature

ROBERT S. LENNER
Print Name

DONOR

Vivian D'Angio
Signature

Vivian D'Angio

EXHIBIT "A" – Extension Letter

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, Florida 33416

Attention : Department Director

Dear _____,

Please accept this letter as indication of my intention to fund the Claude D'Angio Internship in Chemistry ("Internship") for the fiscal year beginning October 1, _____. Attached hereto is a check for \$14,000.00 to cover the annual costs of the Internship. The terms of the Internship and my funding thereof are those contained in the Agreement to Fund Claude D'Angio Internship in Chemistry (Palm Beach County Resolution R2012-_____). If this is acceptable to you, please sign below and return a copy of this letter to me for my records.

Vivian D'Angio

Director – Water Utilities

Exhibit "B" Scope of Internship

County Water Utilities Department will create a Claude D'Angio Internship in Chemistry. The internship will be open to any college student or graduate student majoring in chemistry or related physical science or science education. The internship will be part time; up to 1000 hours of work per year, schedule to be negotiated between the intern and his/her supervisor. The intent of the schedule flexibility is to allow the intern to take classes if necessary. A description of the job and its duties is set forth below. It is anticipated that this position would possibly be eligible for college level credit for the education gained during the work experience; however, this would be up to the educational Institution.

Availability of the internship will be through notification to each institution of higher learning in Palm Beach County: Florida Atlantic University, Palm Beach State College, Palm Beach Atlantic University, Lynn University, Northwood College, Nova University and any other accredited institution which offers a major in Chemistry or Chemistry education. **Functions and Job Duties:** Student Paraprofessional Classification; Recommended Title: Chemist Apprentice, assisting laboratory Chemists and Technicians

- Trains with Chemists/Technicians in conducting laboratory work, preparing and preserving samples, assisting with analysis of drinking water, wastewater and industrial waste or environmental waters including organics, metals, wet chemistry and nutrient analysis.
- Assists Chemist in calibrating, maintaining, and operating manual and automated laboratory instruments such as auto analyzers, microwave digesters, gas chromatographs, mass spectrometers, inductively coupled plasma mass spectrometers, ion chromatographs and atomic absorption spectrometers.
- Assists Chemists/Technicians with data entry, data backup and operation of computerized laboratory programs.
- Assist Chemists/Technicians with routine chemical, biological and bacteriological examinations.
- Assists with the preparation of sample collection and wet chemistry and instrumental analysis.
- Assist Chemists in troubleshooting complex analytical problems.
- Assists Chemist/Technician in field sampling and collection, preserving samples and compiling accurate data for each sample taken.