

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item #:

3A-5

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006 Consent Regular
 Workshop Public Hearing

Department: Office of Community Revitalization

Submitted By: Administration

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Extension Agreement for the City of Belle Glade 2005-2006 Neighborhood Partnership Grant (NPG) for the period of October 17, 2006 to April 17, 2007:

Summary: The City of Belle Glade is requesting a 6-month extension of the Agreement originally executed on October 18, 2005 (R-2005-1936) in order to complete the project funded through the NPG Program in Fiscal year 2005-2006. Districts 6 (AH)

Background and Justification: The grantee submitted a letter requesting an extension to complete it's NPG project due to the 2005 Hurricanes that delayed the progress of the project.

Attachments:

1. Extension Agreement
2. Copy of the original contract
3. Letter requesting the extension from the applicant

Recommended by:

Edward W. Ponce 10/31/06
OCR Manager Date

Approved By:

[Signature] 11/17/06
Deputy County Administrator Date

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>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: There is no fiscal impact associated with the time extension requested. Funding was established for the project and will remain available until the project is closed.

C. Departmental Fiscal Review: Pat D'Agostino

III. REVIEW COMMENTS

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

Elizabeth Blaser 11/14/06 OFMB 11/14/06
11/09/06 11-9-06 11/15/06 11/15/06
 Contract Dev. and Control

B. Legal Sufficiency: Anne Helgand 11/16/06
 Assistant County Attorney
 This Expansion Agreement complies with our review requirements.

C. Other Department Review:

 Department Director

2006
NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM
EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ___ 2006, 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 COUNTY, and the City of Belle Glade, a municipality, located in Palm Beach County, Florida hereinafter referred to as the "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY and GRANTEE entered into an agreement on October 18, 2005 (R2005 1936) to complete a Neighborhood Partnership Grant Project (hereinafter referred to as Grant Agreement); and

WHEREAS, GRANTEE has been unable to complete the project within the specified time frame; and

WHEREAS, COUNTY desires to provide an extension of the performance period provided for in the Grant Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

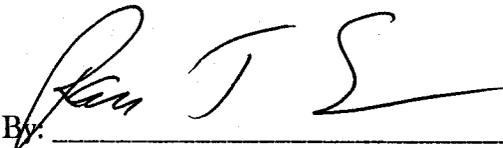
1. COUNTY and GRANTEE agree that the time period for performance of the project work provided for in the Grant Agreement is extended to six (6) months. If GRANTEE completes performance of the project work by April 17, 2007, the GRANTEE will be considered in compliance with the terms of the Grant Agreement and will be eligible for all payments and reimbursements provided for therein.

2. GRANTEE agrees that all other terms and conditions provided for in the Grant Agreement remain in full force and effect, including, but not limited to, the Scope of Work, reporting requirements, insurance requirements, as well as all warranties and representations.

(The remainder of this page left blank intentionally.)

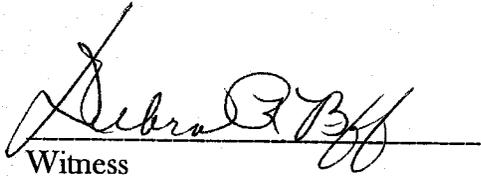
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

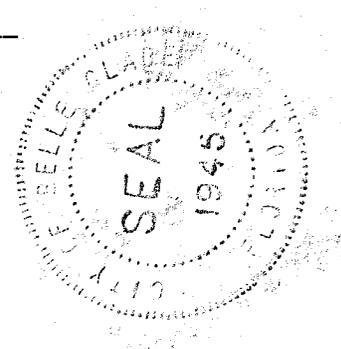
Dianna D. Carter
Witness

By: 

Dianna D. Carter
(Printed name)

Ray Torres Sanchez, Mayor
(Printed name)


Witness



DEBRA R. BUFF
(Printed name)

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

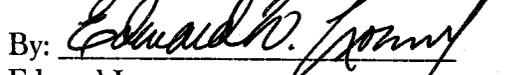
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to form and legal sufficiency

By: 
Assistant County Attorney

Approved as to terms and conditions

By: 
Edward Lowery,
Office of Community Revitalization, Manager

R2005 1936

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF BELLE GLADE
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

OCT 18 2005

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and The City of Belle Glade, a municipality, located in Palm Beach County, Florida hereinafter referred to as the "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to construct a Chicki Hut at Hand Park located in Belle Glade, FL (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$20,000.00 to the AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in the AWARDEE's proposal dated June 3, 2005, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the period of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, the AWARDEE must provide documentation demonstrating that an enforceable agreement exists between the AWARDEE and the property owner which authorizes the AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed \$20,000.00 for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to The City of Belle Glade on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDEE indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed \$20,000.00 for this Project. The COUNTY is exempt from payment of Florida State

Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of the AWARDEE's matching contributions so that the COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing the AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on October 18, 2005. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

13. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability (at a limit of liability not less than \$500,000 per occurrence. AWARDDEE warrants the coverage shall be enforced with a 2026 Additional Insured-Designated person or Organization, or similar endorsement, in favor of Palm Beach County, Board of County Commissioners, a political Subdivision of the State of Florida its Officers, Agents, and Employees, and shall not include an endorsement excluding Contractual Liability nor Cross Liability.

14. AWARDDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage to, Ruth Moguillansky-De Rose, Principal Planner, Palm Beach County Office of Community Revitalization, 100 Australian Ave., West Palm Beach, FL 33406.

15. AWARDDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is incorporated herein by reference and attached hereto as Exhibit C, before engaging in any such service. AWARDDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

16. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

17. The COUNTY and AWARDDEE 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.

18. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

19. This Agreement shall be governed by the laws of the State of Florida, and venue for any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Ruth Moguillansky-De Rose, Principal Planner
Office of Community Revitalization
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

As to the AWARDDEE: Houston Tate
City of Belle Glade
110 Dr. Martin Luther King Jr. Blvd.
Belle Glade, FL 33430

If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

22. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

Dianne D. Carter
Witness

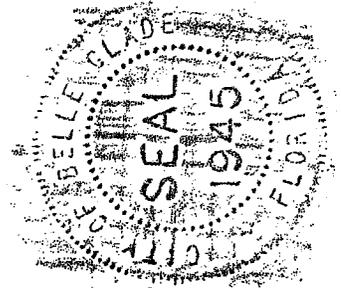
By: Steve B. Wilson

Dianne D. Carter
(printed name)

Steve B. Wilson, Mayor
(printed name)

Jennial Davis
Witness

Jennial Davis
(printed name)



ATTEST:

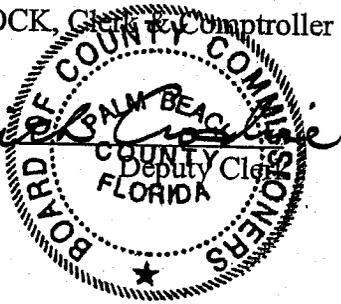
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: Judith Cross

By: Tony Masilotti
Tony Masilotti, Chairman

(SEAL)



R2005 1936 OCT 18 2005

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Helgert
County Attorney

By: Edward B. [Signature]
OCK Manager

**The City of Belle Glade
Hand Park Pavillion Project
Scope of Work**

This project proposes to construct a chiki hut at Hand Park in Belle Glade, FL. This park is located at Southwest 4th Street, North to the Canal, West to Southwest 6th Street and south at Martin Luther King, Jr. Blvd., formerly Avenue E.

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, _____, by _____ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Partnership Grant ("Grant") to allow the _____ to improve the neighborhood which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: _____

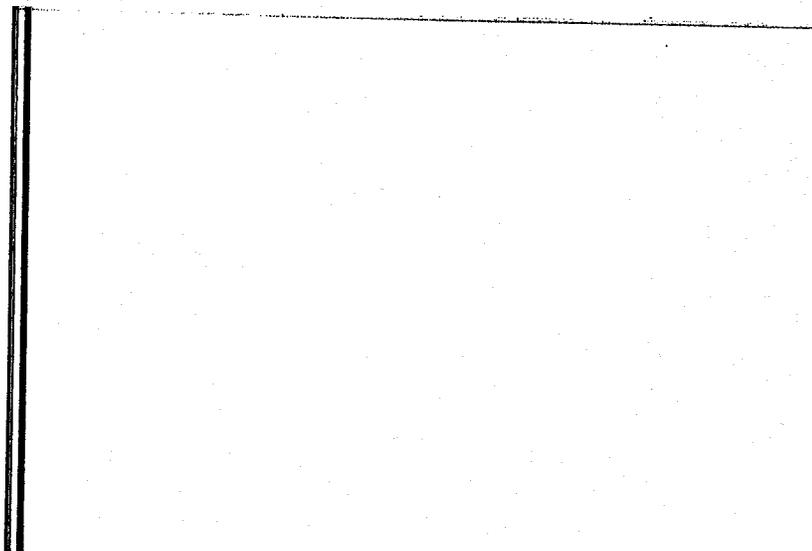
Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____





City of Belle Glade

Community Development

ATTACHMENT "3"

Tel: 561-996-0100
Fax: 561-992-2215

City Hall Complex
110 Dr. Martin Luther King Jr.
Boulevard West
Belle Glade, FL
33430-3900

Commissioners

Dr. Ray Torres-Sanchez
Mayor

Donald D. Garrett
Vice Mayor

Gwendolyn J.L. Asia-Williams
Treasurer

Mary S. Kendall

Shelly S. Miller

Newall J. Daughtrey
City Manager

October 2, 2006

Chrystal Mathews, NPG Coordinator
2300 North Jog Road
West Palm Beach, FL 33411-2471

RE: Fiscal year 2005-06 Neighborhood Partnership Grant (NPG) Funding
Recommendations

Dear Ms. Mathews:

This letter is to request an extension on the above listed contract. This contract covered the placement of a Chiki hut in Hands Park. As you know we were unable to get Chief Billy to come and meet with Parks & Recreation Department; therefore, we checked with other shelter distributors and found one we could piggy back on.

Florida Play structures, LLC have given us a quote of \$19,245.00 (see attached). This is a 20 x 20 ft w/ tongue and groove roof decking. Hopefully, this will meet your specifications.

Unfortunately, the extension agreement has to be signed by our Commission, which will not be done until October 16, 2006. Thank you for your cooperation in this matter and we will walk the extension through procedures as soon as time will allow.

Sincerely,

Barbara Bell-Spence

Barbara Bell-Spence, Manager
Community Development

cc: Newall J. Daughtrey, City Manager
Edward Lowery, Director OCR
Donte Dowers, P & R Manager



City of Belle Glade

Office of the City Clerk

October 20, 2006

Tel: 561-996-0100
Fax: 561-993-1814

Ruth Moguillansky-De Rose, Principal Planner
Palm Beach County
Office of Community Revitalization
100 Australian Avenue, 5th Floor
West Palm Beach, Florida 33406

Commissioners

Dr. Ray Torres Sanchez,
Mayor

Donald D. Garrett,
Vice Mayor

Gwendolyn J.L. Asia-Williams,
Treasurer

Mary S. Kendall

Shelly S. Miller

Re: Amendment to Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant
Contract No. R2005 1936

Dear Ms. Moguillansky-De Rose:

During the regular meeting of October 16, 2006, the City Commission granted approval of Amendment to the above referenced Grant Agreement.

Enclosed are three (3) originals of said Amendment, which have been fully executed by the City. Upon acceptance and execution by the County, kindly return one original to:

Newall J. Daughtrey
City Manager

Debra R. Buff, City Clerk
City of Belle Glade
110 Dr. Martin Luther King, Jr. Blvd., West
Belle Glade, FL 33430-3900

Your assistance in this matter is greatly appreciated. In the meantime, should you have any questions regarding this matter, please feel free to give me a call.

Sincerely,

Debra R. Buff, CME
City Clerk

Enclosures (3)

DRB/ddc

cc: Newall J. Daughtrey, City Manager
Diana Hughes, Interim Director of Finance
Barbara Bell-Spence, Community Development Manager