

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 amendment. Funding was established for the project and will remain available until the project is closed.

C. Departmental Fiscal Review: *See Attachment*

III. REVIEW COMMENTS

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

<p><i>[Signature]</i> 7-2-07 OFMB 6/28/07 6/27/07 6/27/07</p>	<p><i>[Signature]</i> 7/3/07 Contract Dev. and Control</p>
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B. Legal Sufficiency: *7/3/07* **This amendment complies with our review requirements.**

Anne Helgenst
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST AMENDMENT TO
AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY
HOUSING AUTHORITY, INC. FOR THE NEIGHBORHOOD PARTNERSHIP GRANT
PROGRAM**

THIS FIRST AMENDMENT, dated _____, 2007, to the Neighborhood Partnership Grant Program Agreement (R2006-2160), dated October 17, 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 the "COUNTY", and Palm Beach County Housing Authority, Inc., a Florida Special District of the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 59-1296315.

WITNESSETH:

WHEREAS, the parties have entered into that certain Agreement dated October 17, 2006 (R2006-2160), hereinafter referred to as the "Agreement", whereby AWARDEE received a neighborhood partnership grant in an amount not-to-exceed \$4,000 to purchase and install a community sign, basketball equipment and mulch; and

WHEREAS, the parties desire to modify the Agreement to recognize the reorganization of AWARDEE from a not-for-profit organization to a Special District of the State of Florida; and

WHEREAS, the parties desire to modify Section 22 of the Agreement to recognize a new Executive Director authorized to act on behalf of AWARDEE and authorized to receive all notices pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and AWARDEE agree as follows:

1. SECTION 10 is hereby amended to read as follows:

"AWARDEE warrants that it is a Florida Special District of the State, duly chartered and registered with the Florida Department of State."
2. SECTION 22, notice to AWARDEE, is hereby amended to read as follows:

"As to the AWARDEE: Joe Zalman, Executive Director
Palm Beach County Housing Authority
3432 West 45th Street
West Palm Beach, FL 33407"
3. All other provisions of said Agreement, dated October 17, 2006, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

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

[Signature]
Witness

Danica Richardson
(printed name)

[Signature]
Witness

JORCELINE CADET
(printed name)

By: J. Zalman

J. ZALMAN
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Idelgard
County Attorney

By: [Signature]
OCR Manager

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PALM BEACH COUNTY HOUSING AUTHORITY, INC.
for the Neighborhood Partnership Grant Program**

OCT 17 2006

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, hereinafter referred to as "COUNTY", and Palm Beach County Housing Authority, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 59-1296315.

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 purchase and install a community sign, basketball equipment and mulch (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$4,000.00 to 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 AWARDEE's proposal dated June 16, 2006, 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 term 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, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in this 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 provide up to \$4,000.00 of assistance to AWARDEE for materials and other expenses applicable to the Project provided AWARDEE removes the litter located on the playground. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. COUNTY may also reimburse AWARDEE for costs AWARDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDEE's Federal Employer Identification Number or other documentation required by COUNTY. COUNTY will not provide reimbursement payments to an individual. Reimbursement payments will only be provided to AWARDEE. In no event shall payments and/or reimbursements made by COUNTY exceed \$4,000.00 for this Project. AWARDEE agrees that the

extent of COUNTY's responsibility and under this Agreement shall be limited solely to funding, as stated above.

a. AWARDDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDDEE must fully document each element of AWARDDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDDEE acknowledges that its failure to document the AWARDDEE'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. AWARDDEE 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 AWARDDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDDEE 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 AWARDDEE on October 17, 2006. Only those costs incurred by AWARDDEE 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 AWARDDEE 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. AWARDDEE 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. AWARDDEE 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. AWARDDEE 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. AWARDDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDDEE 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. AWARDDEE 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 AWARDDEE.

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. AWARDDEE warrants that it is a not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
11. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
12. 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.
13. 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.
14. 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 and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.
15. AWARDDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) 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, 2300 North Jog Road, West Palm Beach, FL 33411.
16. 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.
17. 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.
18. 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.

19. 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.

20. 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.

21. 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.

22. 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
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDDEE: Barry F. Seaman, Executive Director
Palm Beach County Housing Authority
3432 West 45th Street
West Palm Beach, FL 33407

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.

23. 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.

Jorceline Cadet
Witness

JORCELINE CADET
(printed name)

Richardson
Witness

Danica Richardson
(printed name)

By: Barry Seaman

BARRY SEAMAN
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

By: Nancy Powell
(SEAL)



R2006 2160

OCT 17 2006

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners
Karen T. Marcus

By: Kam
for Tony Masilotti, Chairman

Approved as to form and legal sufficiency

By: Anne Delmont
County Attorney

Approved as to terms and conditions

By: Edward P. Spaul
OCR Manager

[Signature]

Palm Beach County Housing Authority, Inc. (Marshall Heights)

Scope of Work

This project proposes to purchase and install community sign, basketball equipment and mulch.

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: _____