

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 05, 2008 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department: Office of Community Revitalization

Submitted By: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Belle Glade Housing Authority in an amount not-to-exceed Five Hundred Dollars (\$500) for the No Wind For Seniors Program to purchase table equipment and supplies in the Okeechobee Community Center for the 2005-2006 Resident Education to Action Program (REAP).

Summary: The Belle Glade Housing Authority completed a six (6) week REAP session. During the session, Belle Glade Housing Authority was selected by the Office of Community Revitalization to receive a grant in the amount of Five Hundred Dollars (\$500). Belle Glade Housing Authority is proposing to purchase table equipment and supplies in the Okeechobee Community Center. Districts 6 (AH)

Background and Justification: On September 1, 2005 to October 6, 2005, residents of Okeechobee Center, on behalf of the Belle Glade Housing Authority completed a six (6) week REAP session. During the six (6) week session, residents of Okeechobee Center created a community action plan, which consisted of installing storm shutters in the senior citizen housing of Okeechobee Center. After further review, Belle Glade Housing Authority determined it was unable to implement the storm shutter project as proposed, and has proposed a new project which consists of the purchase of table equipment and supplies in the Okeechobee Community Center in an amount not-to-exceed Five Hundred Dollars (\$500). If approved by the Board, this agreement will be in effect until June 18, 2008, and allows for the reimbursement of eligible expenses related to the purchase of table equipment and supplies in the Okeechobee Community Center in an amount not-to-exceed Five Hundred Dollars (\$500).

Attachments:

1. REAP Grant Agreement
2. Letter from Ruadeen Butts REAP participant representing Okeechobee Center

Recommended by:

OCR Manager

Date

Approved By:

Deputy County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	\$ <u>500</u>				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$ <u>500</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included In Current Budget? Yes X No
 Budget Account No.: Fund 3900 Agency 366 Org. X089 Object 8201

Reporting Category

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

C. Departmental Fiscal Review: Pao D'Aguilino

III. REVIEW COMMENTS

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

The agreement expires on June 18, 2008.

Jan D. [Signature] 1-10-08 OFMB
[Signature] 1/11/08 Contract Dev. and Control
 1/9/08 12/12/07 1/11/08 SH-1-9-08

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delmont 1/14/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND BELLE GLADE HOUSING
AUTHORITY FOR FUNDING OF THE NO WIND FOR SENIORS PROGRAM**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Belle Glade Housing Authority, a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

W I T N E S S E T H:

WHEREAS, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on September 1, 2005 to October 6, 2005; and

WHEREAS, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, during the six (6) week REAP, AWARDEE created a community action plan, which consisted of the "No Wind For Seniors Program"; and

WHEREAS, County selected AWARDEE's No Wind For Seniors Program to receive funding for implementation; and

WHEREAS, AWARDEE determined the No Wind For Seniors to install storm shutters in the senior housing center at Okeechobee Center could not be implemented; and

WHEREAS, AWARDEE has proposed a new No Wind For Seniors project to purchase table equipment and supplies in the Okeechobee Community Center; and

WHEREAS, County desires to provide AWARDEE an amount not to exceed Five Hundred Dollars (\$500) to help offset expenses toward AWARDEE's implementation of its No Wind For Seniors Program, to consist of purchasing table equipment and supplies in the Okeechobee Community Center; and

WHEREAS, implementation of AWARDEE's No Wind For Seniors Program serves a 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. County agrees to fund an amount not to exceed Five Hundred Dollars (\$500) to

AWARDEE for costs related to the "No Wind For Seniors Program" as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to AWARDEE within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

3. AWARDEE warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

4. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

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

6. This Agreement shall commence upon execution by the parties hereto, and terminate on June 18, 2008.

7. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

8. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 7 above.

9. AWARDEE shall complete the Project and shall provide its final payment request(s) and final accounting data to County for the completed project on or before June 1, 2008.

10. In the event AWARDEE ceases to exist, or ceases or suspends the Project for

any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. County shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by County's determination.

11. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

12. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

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. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. 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 the 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 arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

14. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. 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.

15. The County and AWARDDEE 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.

16. The laws of the State of Florida shall govern this Agreement and any and all

Legal action necessary to enforce this Agreement shall be held in Palm Beach County.

17. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

18. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

19. 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:

Houston L. Tate
Palm Beach County Office of Community Revitalization
2300 North Jog Road
West Palm Beach, Florida 33411

As to AWARDDEE:

Alan Sullivan, Director
Belle Glade Housing Authority, Inc.
1204 NW Avenue L
Belle Glade, Florida 33430

20. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

(The remainder of this page is intentionally left blank.)

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

ATTEST:

**SHARON R. BOCK, CLERK &
COMPTROLLER**

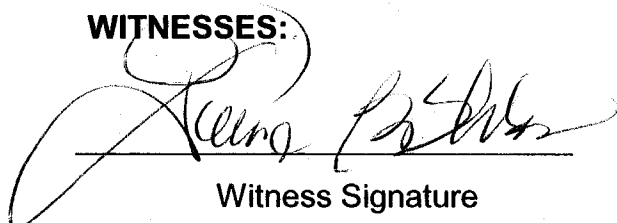
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESSES:

BELLE GLADE HOUSING AUTHORITY, Inc.



Witness Signature

By: Alan Sullivan
Alan Sullivan, Director (printed name)

Maria Gonzalez

Witness Signature

Alan Sullivan

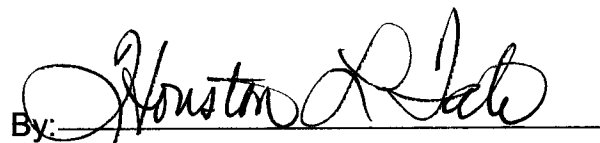
Alan Sullivan, Director (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Anne Welyard

County Attorney

By: 

Houston L. Tate, Manager
Office of Community Revitalization

(The remainder of this page left blank intentionally.)



EXHIBIT "A"

**Palm Beach County
Office of Community Revitalization
Resident Education to Action Program (REAP)
"America's Next Top Neighborhood Award Program"**

SCOPE OF WORK

America's Next Top Neighborhood Award Program Mission: The *America's Next Top Neighborhood Award Program* rewards grants to neighborhood-based groups and/or organizations for projects that will make their neighborhoods better places to live, work and play. The grants are designed for projects that enhance the community and nurture relationships among neighbors. The grant is an incentive for neighborhood groups to become partners in the improvement of their neighborhood.

Applicant Name:

Belle Glade Housing Authority

Project Title:

"No Wind For Seniors Program"

Area Location:

Project will be located in the Community Center in the Okeechobee Center Complex of the Belle Glade Housing Authority in the unincorporated area of the City of Belle Glade.

Project Description:

The "No Wind For Seniors Program" is a *Community Center Improvement Project* presented by the Belle Glade Housing Authority. The purpose of this project is to purchase table equipment and supplies in the Okeechobee Community Center to be utilized by youth and senior residents to be used for educational and recreational activities. This project will help to promote long-term community goals by enhancing the entire community.

- | | |
|-----------------------------------|-------------|
| • County funds requested: | \$ 500.00 |
| • Applicant's cash match: | \$ 0 |
| • Total Applicant's contribution: | \$ 500.00 |
| • Total Project Cost: | \$ 1,000.00 |

To: LaToya Ricketts

Date: November 27, 2007

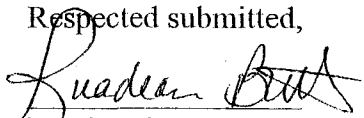
From: Ruadean Butts

Subject: REAP Grant

Dear Ms. LaToya Ricketts,

I am requesting to change my REAP Grant Submission from Wind For Seniors to purchase computer tables and chairs. My apology for any inconvenience that this may cause for this will be for the betterment for the community.

Respected submitted,


Ruadean Butts

Attachment 2

Resident Education to Action Program (REAP)
"America's Next Top Neighborhood Award Project"

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached Applications (s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: Belle Glade Housing Authority

INSURANCE NEEDED: YES No X

COMMENTS:

Risk Management is waiving the "insurance requirement" for Belle Glade Housing Authority. The "No Wind For Seniors Program" is a Community Center Improvement Project presented by the Belle Glade Housing Authority. The purpose of this project is to purchase table equipment and supplies in the Okeechobee Community Center to be utilized by youth and senior residents to be used for educational and recreational activities. This project will help to promote long-term community goals by enhancing the entire community.

Richard Cohen

SIGNATURE OF REVIEWER

P & L Ins Mgr

TITLE OF REVIEWER

Dick Cohen

PRINT NAME

11/27/07

DATE

From: Dick Cohen
To: LaToya Ricketts
Date: 11/27/2007 7:03:57 AM
Subject: Re: RISK MANAGEMENT INSURANCE VERIFICATION FORM

Requirements waived

Dick Cohen, CPCU, CIC, ARM-P
Manager, P/L Insurance Division
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-233-5420
(C) 561-373-8336

>>> LaToya Ricketts 11/26/2007 11:28 AM >>>

Please let me know where or not Insurance will be required for this project. Attached is the Scope of Work and Contract. Please fill out and sign the RISK MANAGEMENT INSURANCE VERIFICATION FORM and fax a copy to me at (561) 656-7935 and interoffice the original to me.

Thanks,
LaToya Ricketts

LaToya Ricketts, M.P.A.
Planner II
Office of Community Revitalization
2300 North Jog Road, 2nd Floor
West Palm Beach, FL 33411
Phone: (561) 233-5239
Fax: (561) 656-7935