

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

Agenda Item #: 3A-

1

AGENDA ITEM SUMMARY

Meeting Date: July 22, 2008       Consent       Regular  
    Workshop       Public Hearing

Department: County Administration

Submitted By: County Administration

Submitted For: Office of Community Revitalization

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends a motion to approve: A) an Agreement with Iglesia Bautista Independiente Emanuel, Inc. in an amount not-to-exceed \$2,200 for expenses related to the Overjoyed Landscaping Project; B) an Agreement with NOAH Development Corporation in an amount not-to-exceed \$2,500 for expenses related to the NOAH Senior's Development Project; C) an Agreement with Housing Partnership, Inc. in an amount not-to-exceed \$2,200 for expenses related to the Community Comp Project; D) an Agreement with Kimberly Erickson, an individual representing the Canal Point Community Group, in an amount not-to-exceed \$1,700 for expenses related to the Something To Talk About Project; E) an Agreement with The Urban League of Palm Beach County, Inc. in an amount not-to-exceed \$2,500 for expenses related to the UL Neighborhood Gardening & Beautification Project; F) an Agreement with Demetrius Jacques, an individual representing the Gramercy Park Coalition, in an amount not-to-exceed \$2,500 for expenses related to the Trash Cans Beautification Project; G) an Agreement with Housing Partnership, Inc. in an amount not-to-exceed \$2,500 for expenses related to the Community Circle Project; H) an Agreement with Modern Villas Homeowner's Association, Inc. in an amount not-to-exceed \$2,000 for expenses related to the Neighborhood Watch and New Community Lights Project; I) an Agreement with Paint Your Heart Out Palm Beach County, Inc. in an amount not-to-exceed \$2,500 for expenses related to the Paint Your Heart Out Project; J) an Agreement with Lake Worth West Resident Planning Group, Inc. in an amount not-to-exceed \$2,500 for expenses related to the Lake Worth West Back to School Bash Project; K) an Agreement with Ericka Gonder, an individual representing the Parson Heights Community Group, in an amount not-to-exceed \$2,500 for expenses related to the Shared Vision Project; L) an Agreement with Rebuilding Together of the Palm Beaches, Inc. in an amount not-to-exceed \$2,500 for expenses related to the Rebuilding Together Project; and M) an Agreement with Youth Empowerment Inc. in an amount not-to-exceed \$2,000 for expenses related to the G.R.O.W. Night Project. Countywide. (AH)

**Summary:** The Resident Education to Action Program (REAP) is a six (6) week session which provides organizational and technical support to residents and neighborhood organizations that are seeking to improve the quality of life within their communities. On December 18, 2007, the Board of County Commissioners (BCC) authorized the allocation of \$30,000 by the Office of Community Revitalization (OCR) for Fiscal Year 2007-2008 for the implementation of the REAP. The Agreements being submitted represent the REAP projects selected by the OCR Manager to receive grant funding

**Background and Justification:** On September 13, 2005, the BCC authorized the OCR to make eligible for REAP grant funding all participating neighborhoods from both unincorporated Palm Beach County and selected neighborhoods within municipal boundaries. This fiscal year, the OCR implemented two (2) six (6) week REAP sessions. One six (6) week REAP session was conducted in the Glades/Lake Region from January 24<sup>th</sup> through February 28, 2008, and the other six (6) week REAP session was held in central Palm Beach County from March 18<sup>th</sup> through April 22, 2008. The OCR Manager is recommending grant funding for the implementation of thirteen (13) projects that were submitted for consideration as part of the community action plan developed during the six (6) week REAP session. This will be the third year, since the program creation, that OCR seeks to financially assist the participating neighborhoods. A total of Thirty Thousand One Hundred Dollars (\$30,100) will be awarded in REAP grant funding if the grant agreements are approved by the BCC. All funds will be draw from the general REAP Account.

**Attachments:**  
I. Grant Agreements

Recommended by: [Signature]      Date: 6/23/08  
Department Manager      Date

Approved By: [Signature]      Date: 7/19/08  
Deputy County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	30,100	---	---	---	---
Operating Costs	---	---	---	---	---
External Revenues	---	---	---	---	---
Program Income (County)	---	---	---	---	---
In-Kind Match (County)	---	---	---	---	---
<b>NET FISCAL IMPACT</b>	<u>30,100</u>	---	---	---	---
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	---	---	---	---	---

Is Item Included In Current Budget? Yes  No   
 Budget Account No.: Fund 3900 Department 366 Unit X089 Object 8201

**Reporting Category**

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 The projects will be funded by the Resident Education to Action Program (REAP). The Fiscal Impact will be a reduction of \$30,100.

**C. Departmental Fiscal Review:** Pat O'Garra

**III. REVIEW COMMENTS**

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

Stu White 7/1/08  
 6/29/08 OFMB *est 7/1/08 - 6/29/08*

W. D. J. [Signature] 7/15/08  
 Contract Dev. and Control  
 7/9/08 These contracts comply with our review requirements.

Anne Delgant 7/16/08  
 Assistant County Attorney

**D. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND IGLESIA BAUTISTA  
INDEPENDIENTE EMANUEL, INC. FOR FUNDING OF THE  
OVERJOYED LANDSCAPING PROJECT**

**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 Iglesia Bautista Independiente Emanuel, 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 65-1091366.

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 24, 2008 to February 28, 2008; 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 submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing and installing plants, flowers & gardening materials to promote beautification and bring community cohesion to the neighborhood, hereinafter referred to as the "Overjoyed Landscaping Project"; and

**WHEREAS**, County has selected AWARDEE's "Overjoyed Landscaping Project" to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) to help offset expenses toward AWARDEE's implementation of its Overjoyed Landscaping Project; and

**WHEREAS**, implementation of AWARDEE's Overjoyed Landscaping Project 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. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit A. AWARDEE shall abide by any written instructions or conditions placed on the Project by the County."

2. County agrees to fund an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) to AWARDEE for reimbursement of costs related to the Overjoyed Landscaping Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors 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 and/or registered COUNTY vendors 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 Two Thousand Two Hundred Dollars (\$2,200) 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.

4. County will use its best efforts to provide said funds to AWARDEE on a reimbursement basis 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

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

5. 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.

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

7. . AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.

9. 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.

10. 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 8 above.

11. AWARDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.

12. 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 AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.

13. 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.

14. AWARDEE 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 AWARDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

15. County reserves the right to withhold reimbursement if the Project is not

completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE 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, AWARDEE 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 AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

17. AWARDEE 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 unless granted in writing by County's Risk Management Department. AWARDEE 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.

18. AWARDEE 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.

19. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE 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.

20. AWARDEE 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 AWARDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

21. The County and AWARDEE 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.

22. This Agreement shall be governed by the laws of the State of Florida and any

and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

23. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDEE 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.

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

25. 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:**

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

**As to AWARDEE:**

Iglesia Bautista Independiente Emanuel  
Eli Cano  
PO BOX 98  
Belle Glade, FL 33430

26. 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.

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

**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

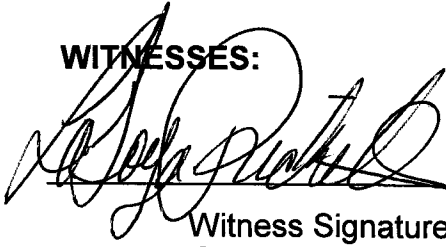
**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

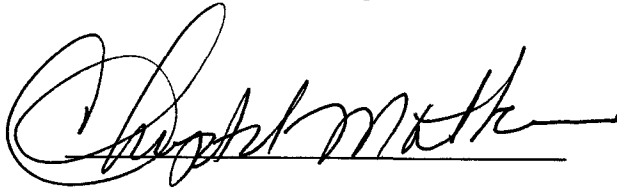
By \_\_\_\_\_  
Addie L. Greene, Chairperson


**WITNESSES:**

**IGLESIA BAUTISTA INDEPENDIENTE EMANUEL, INC.**

  
\_\_\_\_\_  
Witness Signature

By: Eli Cano  
Eli Cano, Director  
(Printed name)

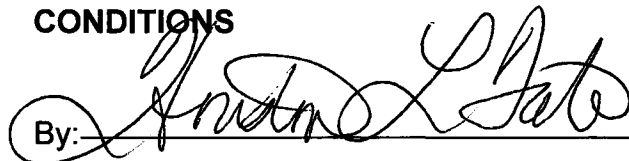
  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Eli Cano, Director  
(Signature)

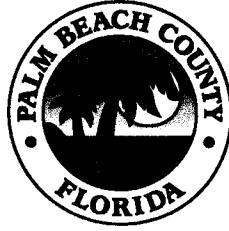
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: Anne Deligent  
County Attorney

By:   
Houston L. Tate, Manager  
Office of Community Revitalization

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**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**

**Applicant Name:**

Iglesia Bautista Independiente Emanuel, Inc.

**Project Title:**

Overjoyed Landscaping Project

**Area Location:**

Project will be located in Belle Glade, FL 33438

**Project Description:**

The Overjoyed Landscaping Project is a community garden project presented by the Iglesia Bautista Independiente Emanuel Community Center. The purpose of this project is to provide floral landscaping and exterior painting to promote beautification and bring "community cohesion" to the neighborhood. The community garden will provide better aesthetic for the neighborhood and a sense of pride, scenery, and wealth for the community. The funding requested is to purchase plants, flowers & gardening materials.

- **County funds requested:** \$ 2,200.00
- **Total Applicant's contribution:** \$ 2,200.00
- **Total Project Cost:** \$ 4,400.00