

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/9/08
 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) Agreement with Palm Beach County Sheriff's Office (PBSO) in an amount not to exceed \$50,000 for "Putting Kids First"; B) Budget transfer of \$50,000 from the Capital Outlay Fund from CCRT to the Sheriff's Grant Fund; and C) Budget amendment of \$50,000 in the Sheriff's Grant Fund to recognize and appropriate the transfer from the Capital Outlay Fund.

Summary: This Agreement provides for the County to reimburse PBSO an amount not to exceed \$50,000 for the costs of purchasing book bags, school supplies, food, and other miscellaneous expenses associated with the implementation of "Putting Kids First Program". The above project was reviewed and recommended for funding by the Countywide Community Revitalization Team (CCRT) Committee and approved by the Board of County Commissioners (BCC) on December 18, 2007. The individual project funding agreement is now being submitted to the BCC for approval. The budget transfer and amendment are needed to allocate funds to PBSO. Countywide (AH)

Background and Justification: The BCC created the Office of Community Revitalization (OCR) in 2003 to administer and coordinate community revitalization initiatives within the unincorporated areas of Palm Beach County and the Lake Region municipalities of South Bay, Pahokee, and Belle Glade. The OCR receives an annual allocation of general funds which are utilized in partnership with funding from other County departments to initiate and complete community and neighborhood revitalization projects, such as: paving; drainage; water and sanitary sewer systems; neighborhood parks; community centers; land acquisition; and feasibility studies. The OCR also provides financial and technical assistance to neighborhood organizations within CCRT areas to develop community enhancement initiatives.

The OCR received a budgeted allocation of \$2,225,000 in general funds for FY 2007-2008. OCR staff worked with CCRT members and resident representatives to identify appropriate projects. Those projects were then prioritized and recommended for funding during the CCRT regular meeting of November 13, 2007 and approved by the BCC on December 18, 2007. The individual project funding agreement is now being submitted to the BCC for approval.

Attachments:

- 1. Grant Agreement
- 2. Budget Transfer
- 3. Budget Amendment

Recommended by: [Signature] Department Manager Date: 7/2/08

Approved By: [Signature] Deputy County Administrator Date: 8/4/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>
Capital Expenditures	—	—	—	—	—
Operating Costs	<u>\$50,000</u>	—	—	—	—
External Revenues	—	—	—	—	—
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
NET FISCAL IMPACT	\$ <u>50,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	—	—	—	—

Is Item Included In Current Budget? Yes No
 Budget Account No.: Fund 3900 Department 366 Unit X139 Object 8201
 Reporting Category

Recommended Sources of Funds/Summary of Fiscal Impact: The funds will be transferred from the above account number. Fiscal Impact will be a reduction to available funds from this account.

C. Departmental Fiscal Review: Lee D'Agostino

III. REVIEW COMMENTS

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

Atwillhitz 7.28.08 John P. [Signature]
 88-7/25/08 OFMB CN 1/23/08 Contract Dev. and Control
 7/28/08 S# 7/24/08 7/29/08

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgent 7/30/08
 Assistant County Attorney

C. Other Department Review:

Col. M. [Signature] 6.30.2008
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY
SHERIFF'S OFFICE FOR FUNDING OF THE PUTTING KIDS FIRST EVENT**

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 Palm Beach County Sheriff's Office, hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 59-6000789.

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing financial assistance to neighborhood organizations for the purpose of community outreach; and

WHEREAS, AWARDEE has proposed a Project to purchase book bags, school supplies, food, entertainment and other supplies associated with the "Putting Kids First Event" (hereinafter referred to as the "Project"); and

WHEREAS, the Project will take place on August 2, 2008; and

WHEREAS, it is anticipated that approximately 3000 kids will benefit from the Project; and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) to the AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of funds in implementation of the 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 shall perform the Project as provided for in this Agreement and as more particularly described in the Scope of Work, which is attached hereto and incorporated herein as Exhibit "A". AWARDEE agrees to abide by any written instructions or conditions placed on the Project by the COUNTY.
2. COUNTY shall reimburse AWARDEE an amount not-to exceed Fifty Thousand Dollars (\$50,000.00) for expenses incurred by AWARDEE for the Project. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of a written statement that the Project, as specified herein, was carried out in accordance with this Agreement.
3. The Project will be initiated by AWARDEE on June 1, 2008. 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.
4. AWARDEE shall submit all invoices to the COUNTY identifying the Project, and identifying the amount due and payable to AWARDEE. Invoices shall be itemized in sufficient detail for prepayment audit thereof and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of payment and performance. AWARDEE shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the COUNTY within seven (7) calendar days of request by the COUNTY. Invoices received from AWARDEE will be reviewed and approved by the Office of Community Revitalization, indicating that expenditures have been made in conformity with this Agreement, and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within forty five (45) days following approval.

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

7. The term of this Agreement shall be for six (6) months, commencing upon the date of execution by the parties hereto.

8. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE 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 AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds collected by AWARDDEE under this Agreement for the Project.

9. 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. This Agreement may be terminated by the COUNTY with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. AWARDDEE shall complete the Project and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project on or before five (5) months, commencing upon the date of execution of this Agreement by the parties hereto.

11. In the event AWARDDEE 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. The determination that AWARDDEE has ceased or suspended the Project shall be made by COUNTY and AWARDDEE agrees to be bound by COUNTY's determination.

12. AWARDDEE shall abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach Countys' ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, 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.

13. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has written authorization with the owner of the property authorizing AWARDDEE to perform the Project as specified in this Agreement. If AWARDDEE's ownership of the property or AWARDDEE's right to perform the Project is contested, and without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, 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.

14. 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, and without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, 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.

15. Without waiving the right to sovereign immunity as provided by Florida Statute, 768.28, AWARDDEE acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event AWARDDEE maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Florida Statute 768.28, AWARDDEE shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

a. AWARDDEE shall maintain or be self-insured for Workers Compensation & employer's Liability insurance in accordance with Florida Statute 440.

b. When requested, AWARDDEE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees as acceptable for the above mentioned coverages.

c. Compliance with the foregoing requirements shall not relieve AWARDDEE of its liability and obligations under this Agreement.

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 B, before engaging in any such services. 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. 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 five (5) 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. 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.

18. 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.

19. 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 the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3)(a), Florida Statutes.

20. 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.

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

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:

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

As to AWARDEE:

Ric Bradshaw, Sheriff
Palm Beach County Sheriff's Office
3228 Gun Club Rd
West Palm Beach, FL 33406

23. 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

24. Failure of AWARDEE to comply with any provision stated herein may result in refusal of reimbursement or termination of this Agreement by 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.

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:

PALM BEACH COUNTY SHERIFF'S OFFICE

By: Annette Marvin
Name

By: _____
Ric Bradshaw, Sheriff

Annette Marvin
Signature

[Signature]
Signature

By: Keeler Shephard
Name

Keeler Shephard
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Anne Delgado
County Attorney

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

**Palm Beach County Sheriff's Office
Putting Kids First
Scope of Work**

The Putting Kids First event (hereinafter referred to as "Project") will be held on Saturday, August 2, 2008 from 11:00 a.m. to 3:00 p.m. Project expenses include purchasing book bags, school supplies, food, and entertainment. The Project is anticipated to benefit 3000 kids from West Palm Beach, Belle Glade, South Bay and Pahokee.

08- 1225

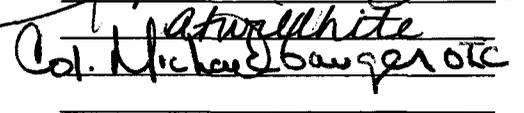
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1 pages
BGEX-610-062308*2919

FUND 3900 Capital Outlay Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF	REMAINING BALANCE
EXPENDITURES								
366-X139-8201	Contributions Non-Gov.	0	50,000		50,000	0	0	0
821-9100-9020	Sheriffs Grant Fund	0	0	50,000	0	50,000	0	50,000
Total Appropriations & Expenditures								
				50,000	50,000			

Office of Community Revitalization
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
Sheriffs Department
OFMB Department - Posted

Signatures	Date
	7/2/08
	7-28-08
	6-30-2008

By Board of County Commissioners
At Meeting of 08/19/2008

Deputy Clerk to the

Board of County Commissioners

8/15/08 SH 1/24/08

08- 1226

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

Use this form to provide budget for items not anticipated in the budget.

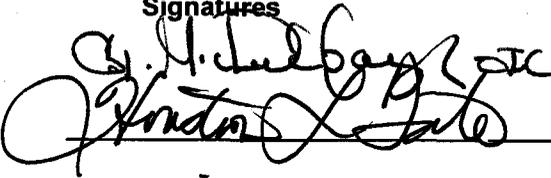
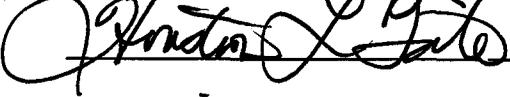
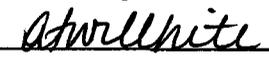
ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
Putting Kids First 160-2136-8207	Transfer from - General Capital Outlay fund 3900	0	0	50,000		50,000		
TOTAL REVENUES		0	\$6,043,644	\$50,000	\$0	\$6,093,644		
Expenditures								
Putting Kids First 160-2136-9498	Transfer to Sheriff's Grant Fund	0	0	50,000		50,000		
TOTAL EXPENDITURES		0	\$6,043,644	\$50,000	\$0	\$6,093,644		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures	Date
	6-30-2008
	7/2/08
	7-28-08
	7/25/08

By Board of County Commissioners
At Meeting of August 19, 2008

Deputy Clerk to the
Board of County Commissioners