

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item #: 3.A.

1

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2009

☒ Consent
☐ Workshop

☐
☐

Regular
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: An Agreement with Marcia Hope Goodwin, Director of City of Orlando's Neighborhood and Community Affairs, in an amount not to exceed \$530.00 for travel expenses associated with the presentation of the Keynote Speech for the Resident Education to Action Program (REAP) Graduation Ceremony on May 9, 2009.

Summary: The Agreement being submitted for approval provides for the reimbursement of an amount not to exceed \$530.00 to Marcia Hope Goodwin, City of Orlando's Neighborhood and Community Affairs, for travel expenses associated with her presentation of the Keynote Speech for the REAP Graduation Ceremony. "Countywide (AH)"

Background and Justification: REAP is a six 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 February 3, 2009, the Board of County Commissioners (BCC) authorized the allocation of \$30,000 by the Office of Community Revitalization (OCR) for Fiscal Year 2008-2009 for the implementation of the REAP. This fiscal year, the OCR implemented two six week REAP sessions. One six week REAP session was conducted in the Glades/Lake Region from January 22nd through February 29, 2009, and the other six week REAP session, was held in central Palm Beach County on March 17th through April 14, 2009. The graduation ceremony for both REAP sessions will be held on May 9, 2009. The Agreement being submitted is to reimburse Marcia Hope Goodwin for travel, hotel and food expenses associated with the presentation of the Keynote speech for the REAP graduation ceremony on May 9, 2009. The Keynote Speech will focus on civic engagement, empowerment, and other key strategies to help achieve holistic community revitalization. Ms. Goodwin presented "Creating Safe Neighborhoods- Utilizing Partnerships" Workshop at the last Florida Neighborhood Conference, and was selected by OCR to act as the REAP Graduation key-note speaker to inspire our REAP graduates to achieve holistic community change and empowerment to organize, plan for, and create vibrant communities. The Agreement has been executed by Marcia Hope Goodwin and now needs to be executed by the BCC.

Attachments:

1. Agreement with Marcia Hope Goodwin

Recommended by:

Department Director

Date

Approved By:

Deputy County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 09	20 10	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$530</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes x No _____

Budget Account No.: Fund 3900 Department 366 Unit X089 Object 4801

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds will be appropriated from the REAP Program. Fiscal Impact will be a reduction of funds allocated to the program.

3900-366-x089-4801

C. Departmental Fiscal Review:

Pat D'Agostino

III. REVIEW COMMENTS

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

Jan M. 4.13.09
OFMB
4/13/09

Dr. J. Jacob 4/14/09
Contract Dev. and Control

This Contract complies with our
contract review requirements.

B. Legal Sufficiency:

Anne Delaney 4/16/09
Assistant County Attorney

C. Other Department Review:

Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND MARCIA HOPE GOODWIN
FOR EXPENSES ASSOCIATED WITH THE KEYNOTE SPEECH AT THE REAP
GRADUATION**

This Contract is made as of the _____ day of _____, 200__, 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 Marcia Hope Goodwin, an individual, hereinafter referred to as the SPEAKER.

In consideration of the mutual promises contained herein, the COUNTY and the SPEAKER agree as follows:

ARTICLE 1 - SERVICES

The SPEAKER'S responsibility under this Contract is to provide the Keynote Speech for the Resident Education to Action Program (REAP) Graduation Ceremony on May 9, 2009.

The COUNTY'S representative/liaison during the performance of this Contract shall be Houston Tate, Telephone no. (561) 233-5303.

The SPEAKER'S representative/liaison during the performance of this Contract shall be Marcia Hope Goodwin, telephone no. (407) 246-3508).

ARTICLE 2 - SCHEDULE

The SPEAKER shall perform the key note speech on May 09, 2009, during the Resident Education to Action Program Graduation Ceremony. This agreement shall terminate on May 12, 2009.

ARTICLE 3 - PAYMENTS TO SPEAKER

- A. The total amount to be paid by the COUNTY under this Contract for all travel associated with the Keynote Speech, as more particularly described in Exhibit A attached hereto and incorporated herein by reference shall not exceed a total contract amount of Five Hundred and Thirty Dollars (\$530.00), and shall be paid in accordance with Florida Statute, Section 112.061.
- B. Invoices received from the SPEAKER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. All requests for payment under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary for travel associated with the Keynote presentation. All travel, per diem, meals, or

lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. Invoices will normally be paid within forty-five (45) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the SPEAKER will clearly state "final invoice" on the SPEAKER'S final/last billing to the COUNTY. This shall constitute SPEAKER'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. The SPEAKER waives any other charges not properly included on this final invoice.
- D. SPEAKER incurred travel expenses beginning on May 8, 2009. Those travel expenses by SPEAKER associated with the Key Note Speech, approved and submitted accordingly by SPEAKER subsequent to May 8, 2009 through May 12, 2009 are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SPEAKER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SPEAKER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the SPEAKER upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SPEAKER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SPEAKER. Unless the SPEAKER is in breach of this Contract, the SPEAKER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the SPEAKER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminate.

ARTICLE 7 - SUBCONTRACTING

Subcontracting is not permitted under this Agreement.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SPEAKER. The SPEAKER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SPEAKER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SPEAKER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INDEMNIFICATION

SPEAKER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of SPEAKER.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the SPEAKER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SPEAKER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SPEAKER.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by

any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The SPEAKER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The SPEAKER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SPEAKER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance, which may influence or appear to influence the SPEAKER'S judgments or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SPEAKER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SPEAKER. The COUNTY agrees to notify the SPEAKER of its opinion by certified mail within thirty (30) days of receipt of notification by the SPEAKER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SPEAKER, the COUNTY shall so state in the notification and the SPEAKER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SPEAKER under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The SPEAKER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SPEAKER or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the SPEAKER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SPEAKER'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - ARREARS

The SPEAKER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgments, lien, or any form of indebtedness. The SPEAKER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The SPEAKER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SPEAKER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The SPEAKER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SPEAKER'S sole direction, supervision, and control. The SPEAKER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SPEAKER'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SPEAKER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

The SPEAKER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPEAKER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SPEAKER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The SPEAKER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SPEAKER'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The SPEAKER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

ARTICLE 21 - AUTHORITY TO PRACTICE

The SPEAKER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the SPEAKER 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 24 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SPEAKER of the COUNTY'S

notification of a contemplated change, the SPEAKER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the SPEAKER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SPEAKER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the SPEAKER shall not commence work on any such change until such written amendment is signed by the SPEAKER and approved and executed on behalf of Palm Beach County.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

Office of Community Revitalization
2300 N. Jog Road
West Palm Beach, FL 33411

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the SPEAKER, notices shall be addressed to:

Marcia Hope Goodwin
400 S. Orange Ave, 2nd FL.
PO. Box 4990
Orlando, FL. 32802

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SPEAKER agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The SPEAKER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if SPEAKER'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The SPEAKER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the SPEAKER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS:

The SPEAKER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SPEAKER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(Remainder of this page is intentionally left blank)

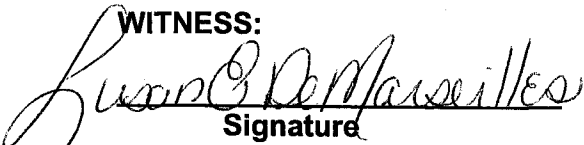
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and SPEAKER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER
COMMISSIONERS:

PALM BEACH COUNTY
BOARD OF COUNTY

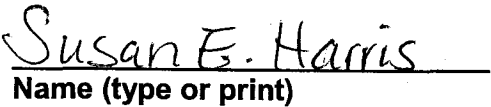
By: _____
Deputy Clerk

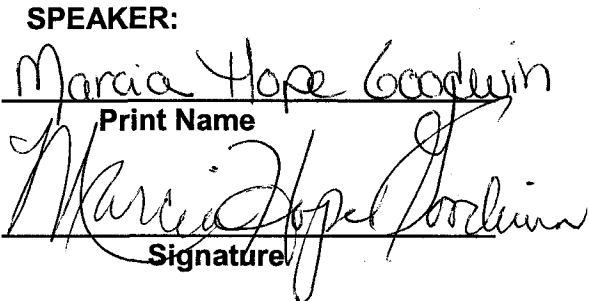
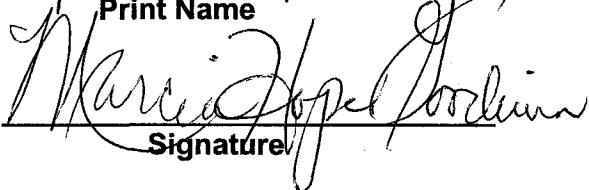
By: _____
John F. Koons, Chairman

WITNESS:

Signature

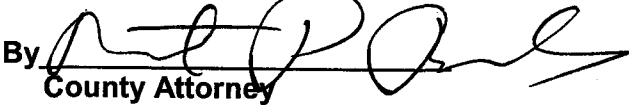

Name (type or print)


Signature


Name (type or print)

SPEAKER:

Print Name

Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

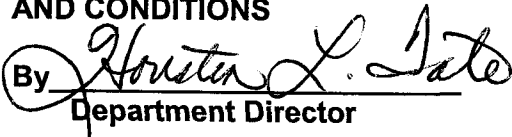
By 
Department Director



EXHIBIT "A"

**Palm Beach County
Office of Community Revitalization
Resident Education to Action Program (REAP)**

SCOPE OF WORK

Applicant Name & Title:

Marcia Hope Goodwin, Director
Neighborhood and Community Affairs
Office of the Mayor
City of Orlando

Purpose:

Keynote Speaker for Resident Education to Action Program (REAP)

Date of Service: May 9, 2009

Description: An Agreement with Marcia Hope Goodwin, Director of City of Orlando's Neighborhood and Community Affairs, to provide the necessary professional services to perform the Keynote Speech for the Resident Education to Action Program (REAP) Graduation Ceremony. Based on lessons learned, Ms. Goodwin's speech will focus on strategies to engage, and empower community residents to become active partners in neighborhood revitalization while promoting self-help and sustainability.

Background: Marcia Hope Goodwin is the City of Orlando's Director of Neighborhood and Community Affairs. In this role, she is a member of Mayor Buddy Dyer's senior staff. She assists the Mayor, the Orlando City Council and city staff in developing and implementing the city's community mission, while servicing as the city's liaison to the arts/cultural, neighborhood, civic and non-profit sectors. Marcia also manages the city's funding and support of non-profit arts, education and human service organizations. Her responsibilities include oversight of the Mayor's Matching Grants program, which she and her staff developed for the city in 1994.

Marcia is a graduate of Howard University in Washington, DC. She has received the 2005 PAST, Inc. *Trail Blazer Award* because she was the founding editor of the Orlando Times Newspaper and the first African American columnist for the Orlando Sentinel. Orange County's Citizens Commission for Children recognized her community service with a *Children Must Count Award* in 2004 and she received the 2008 *Drum Major Award* for Civic Affairs by the Orlando Chapter of Alpha Phi Alpha Fraternity.

EXHIBIT "A" SCOPE OF WORK

Terms of Contract:

Transportation Services: Amount Not to exceed \$300.00

Car rental, - Justification and cost comparison (vs. taxi fares) required; compact or intermediate car only.

Parking/Tolls-Original receipts required

Fuel Charges, Original receipts required

Lodging Services: Amount Not to exceed \$200.00

Hotel- Original hotel invoice required. Reimbursable: single room rate + hotel taxes; phone charges and Internet access with justification; non reimbursable: double room rate, movie, room service, tips, etc.

Meal: Allowances Amount Not to exceed \$30

Allowance per county rates- Breakfast = \$6.00; lunch = 12.00; dinner = 22.00; no receipts required. A short note giving us the beginning and ending times and dates of county business to help us to determine the legitimacy of the meal allowances is required

Total Expenses: Not to exceed \$ 530.00