

Agenda Item #: 3A-3

Meeting Date:	September 12, 2017	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:	County Administration				
Submitted By:	County Administration				
Submitted For:	Office of Community Revitalization				

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Grant Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>\$18,000</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	* <u>\$18,000</u>	=====	=====	=====

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included In ^{the Proposed} Budget? Yes X No _____
Budget Account No.: Fund 1401 Department 610 Unit 6300 Object 3401

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact: * Funds will be allocated from above account and according to contract.

C. Departmental Fiscal Review: See Negative

III. REVIEW COMMENTS

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

[Signature] 8/18/17
OFMB 218/14 8/16

[Signature] 8/23/17
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 8/23/17
Assistant County Attorney

C. Other Department Review:

Department Director

(Continued from Page 1)

Background and Justification: In 2014, the Office of Community Revitalization (OCR) received a grant from the Knight Foundation to expand its Community Connect Initiative. The grant provided the OCR with a unique opportunity to review, analyze and adopt elements from communities across the nation, which have been successful in developing more connected, inclusive and engaged local communities. In addition, the OCR was selected to be part of a national neighborhood leadership group sponsored by the Kettering Foundation and the ABCD Institute to exchange, evaluate and adopt successful initiatives to promote community engagement and build community capacity.

The Cabana Colony, Plantation and San Castle communities were the chosen sites for OCR's ACI Pilot Project. They were selected based on their leadership capacity to move forward with the project implementation. The Neighborhood Coordinator is critical in the community to: organize the community work, identify, enlist and mobilize a significant number of block connectors, facilitate and encourage the Block Connector's conversation process throughout the entire neighborhood, and compile the information from the conversations on behalf of each neighborhood and its leadership. The contracts are for \$6,000 each for a total estimated 400 hours of work in the respective neighborhoods. New contracts are needed to continue the implementation of the projects in the existing pilot communities. Staff recommends Board approval.

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20____, 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 Shannon Doughney, hereinafter referred to as the NEIGHBORHOOD COORDINATOR.

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

ARTICLE 1 - SERVICES

The NEIGHBORHOOD COORDINATOR'S responsibility under this Contract is to assist with the implementation of the Abundant Community Initiative (ACI) Pilot Project, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Inger Harvey, telephone no. (561) 233-5318.

The NEIGHBORHOOD COORDINATOR shall be Shannon Doughney during the performance of this Contract and her contact telephone no. is (727) 475-4321.

ARTICLE 2 - SCHEDULE

The NEIGHBORHOOD COORDINATOR shall commence services on October 1, 2017 and shall complete all services by September 30, 2018.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO NEIGHBORHOOD COORDINATOR

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of Six Thousand Dollars (\$6,000.00). The NEIGHBORHOOD COORDINATOR will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the NEIGHBORHOOD COORDINATOR 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. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the NEIGHBORHOOD COORDINATOR will clearly state "final invoice" on the NEIGHBORHOOD COORDINATOR'S final/last billing to the COUNTY. This shall constitute NEIGHBORHOOD COORDINATOR'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the NEIGHBORHOOD COORDINATOR.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'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 NEIGHBORHOOD COORDINATORS. 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 NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the NEIGHBORHOOD COORDINATOR. Unless the NEIGHBORHOOD COORDINATOR is in breach of this Contract, the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

ARTICLE 6 - AVAILABILITY OF FUNDS

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

ARTICLE 7 - SUBCONTRACTING

Subcontracting is not allowed under this Contract.

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 NEIGHBORHOOD COORDINATOR. The NEIGHBORHOOD COORDINATOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the NEIGHBORHOOD COORDINATOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The NEIGHBORHOOD COORDINATOR 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 - INDEMNIFICATION

NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 11 - 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or NEIGHBORHOOD COORDINATOR.

ARTICLE 12 - CONFLICT OF INTEREST

The NEIGHBORHOOD COORDINATOR 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, and the Palm Beach County Code of Ethics. The NEIGHBORHOOD COORDINATOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S judgment 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 NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR. The COUNTY agrees to notify the NEIGHBORHOOD COORDINATOR of its opinion by certified mail within thirty (30) days of receipt of notification by the NEIGHBORHOOD COORDINATOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the NEIGHBORHOOD COORDINATOR, the COUNTY shall so state in the notification and the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the NEIGHBORHOOD COORDINATOR'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 14 - ARREARS

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

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 16- INDEPENDENT CONTRACTOR RELATIONSHIP

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S sole direction, supervision, and control. The NEIGHBORHOOD COORDINATOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the NEIGHBORHOOD COORDINATOR'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 NEIGHBORHOOD COORDINATOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The NEIGHBORHOOD COORDINATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the NEIGHBORHOOD COORDINATOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The NEIGHBORHOOD COORDINATOR 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, familial status, sexual orientation, gender identity and expression, or genetic information.

NEIGHBORHOOD COORDINATOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the NEIGHBORHOOD COORDINATOR does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that NEIGHBORHOOD COORDINATOR will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 20 - 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 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the NEIGHBORHOOD COORDINATOR certifies that it, its affiliates, suppliers, subcontractors and NEIGHBORHOOD COORDINATORS 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 22 - 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 NEIGHBORHOOD COORDINATOR of the COUNTY'S notification of a contemplated change, the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR shall not commence work on any such change until such written amendment is signed by the NEIGHBORHOOD COORDINATOR and approved and executed on behalf of Palm Beach County.

ARTICLE 23 - 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:

Palm Beach County Office of Community Revitalization
Houston Tate, OCR Director
2300 North 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 NEIGHBORHOOD COORDINATOR, notices shall be addressed to:

Shannon Doughney
3864 Catalina Rd.
Palm Beach Gardens, FL 33410

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the NEIGHBORHOOD COORDINATOR 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 22 - Modifications of Work.

ARTICLE 25 – REGULATION REQUIREMENTS

The NEIGHBORHOOD COORDINATOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. NEIGHBORHOOD COORDINATOR 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.

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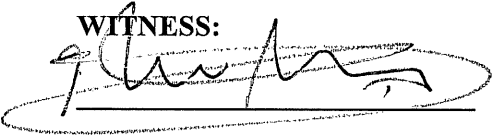
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and NEIGHBORHOOD COORDINATOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

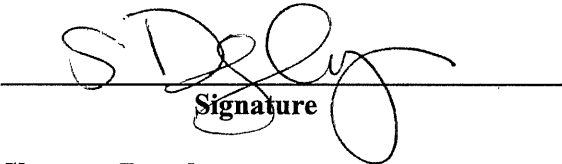
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESS:


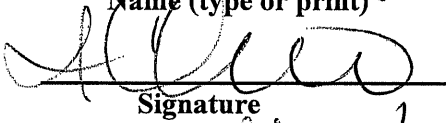
NEIGHBORHOOD COORDINATOR:

Shannon Doughney


Signature

Shannon Doughney
Typed Name

Neighborhood Coordinator
Title

Ruth M. Magillensky
Name (type or print)

Signature
Tager Cheryl Harg
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

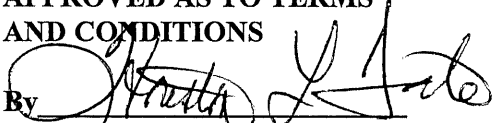
APPROVED AS TO TERMS
AND CONDITIONS
By 
Houston Tate, Director
Office of Community Revitalization

EXHIBIT "A"

SCOPE OF WORK

Neighborhood Coordinator Name:

Shannon Doughney
3864 Catalina Rd. 33410
Palm Beach Gardens, FL 33410

Purpose: To assist with the implementation of the Office of Community Revitalization's (OCR) Abundant Community Initiative (ACI) Pilot Project in the Cabana Colony Countywide Community Revitalization Team's (CCRT) area.

Dates of Services: October 1, 2017 to September 30, 2018.

Total Hours: 400 (estimated)

Reporting: The Neighborhood Coordinator will report to the ACI Pilot Project Coordinator, a staff member from the Office of Community Revitalization.

Description of Services to Be Performed: The Neighborhood Coordinator shall be responsible for facilitating the community organizing work in the Cabana Colony neighborhood needed to achieve the desired outcomes of the ACI Pilot Project. The ACI pilot project follows a national model that support grassroots efforts to increase neighborhood wellness by focusing on developing communities from the inside out, identifying and mobilizing assets from within (their skills, abilities and gifts), and connecting them with one another. The main outcomes of the pilot project include: developing a community capacity inventory; connecting neighbors with each other; facilitating relationships through community initiatives and the formation of new groups/associations of shared interests, skills and passions; and improving the overall community wellbeing.

Neighborhood Coordinator's responsibilities entail:

1. Identifying, recruiting and training Block Connectors;
2. Guiding Block Connectors and facilitating the interviews and completion of conversation forms throughout the community to inventory residents' gifts, skills, dreams and passions;
3. Compiling the conversation forms and entering the information on a database;
4. Assessing and organizing the database information based on shared gifts, skills and interests;
5. Connecting residents who have common interests, gifts and passions; and
6. Facilitating the formation of groups and/or associations within the neighborhood to initiate activities and/or initiatives resulting from those connections. Block Connectors will be volunteer positions.

The information collected from the neighborhood conversation forms has three functions:

1. Provide a summary of the neighborhood's vision for their neighborhood;
2. Invite neighbors to join existing groups of interest, or assist in the formation of and participate in new groups; and
3. Provide an inventory of skills, abilities and experiences to share with others in the neighborhood.

Scope of Work: The Neighborhood Coordinator shall be responsible for the completion of the following tasks and deliverables consistent with the above description of services.

INITIATION & START-UP – (October 2017)

- Attend an ACI Pilot Project Neighborhood Connectors Orientation Session
- Participate in a Strategic Pilot Project Implementation Training Session

PERIOD 1 – (October 1, 2017 to November 30, 2017)

- Identify a minimum of 4 Block Connectors
- Interview Block Connectors
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews

- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 1 to OCR's ACI Coordinator

PERIOD 2 – (December 1, 2017 to December 31, 2017)

- Identify a minimum of 2 Block Connectors (for a total of 6 Block Connectors)
- Interview Block Connectors
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 2 to OCR's ACI Coordinator

PERIOD 3 – (January 1, 2018 to January 31, 2018)

- Identify a minimum of 2 Block Connectors (for a total of 8 Block Connectors)
- Interview Block Connectors
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Attend ACI Pilot Project Neighborhood Coordinators Meeting
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 3 to OCR's ACI Coordinator

PERIOD 4 – (February 1, 2018 to February 28, 2018)

- Identify a minimum of 2 Block Connectors (for a total of 10 Block Connectors)
- Interview Block Connectors
- Remind previous 6 Block Connectors to complete conversation forms
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 4 to OCR's ACI Coordinator

PERIOD 5 - (March 1, 2017 to March 31, 2018)

- Identify a minimum of 4 Block Connectors (for a total of 14 Block Connectors)
- Interview Block Connectors
- Remind previous 10 Block Connectors to complete conversation forms
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)

- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 5 to OCR's ACI Coordinator

PERIOD 6 – (April 1, 2018 to April 30, 2018)

- Identify a minimum of 4 Block Connectors (for a total of 18 Block Connectors)
- Interview Block Connectors
- Remind previous 14 Block Connectors to complete conversation forms
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI
- Return conversation forms to Block Connectors
- Attend ACI Pilot Project Neighborhood Coordinator Meeting
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 6 to ACI Coordinator

PERIOD 7– (May 1, 2018 to June 30, 2018)

- Assess and organize database information based on shared gifts, skills and interests
- Create list of potential groups based on shared gifts, skills and interests
- Host Block Connector Conversation meeting to: present identified community assets; go through the preliminary list of potential groups that could be formed and initiatives that could be undertaken based on shared interests; prioritize the identified groups and initiatives; identify resources that might be needed for implementation; and establish a plan of action.
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date and the preliminary plan of action.
- Submit time recording sheet for Period 7 to OCR's ACI Coordinator

PERIOD 8 – (July 1, 2018 to July 31, 2018)

- Provide last reminder to all Block Connectors to complete interviews.
- Accompany Block Connectors on difficult interviews with the assistance of OCR's ACI Coordinator's to complete neighborhood conversation forms
- Remind all Block Connectors to complete conversation forms
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator and return conversation forms to Block Connectors
- Assess and organize updated database information based on shared gifts, skills and interests
- Update list of potential groups based on shared gifts, skills and interests
- Finalize action plan. The plan should contain the list of groups to be created, the activities/initiatives to be implemented, roles and responsibilities, and resources needed.
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the final database and final action plan.
- Submit time recording sheet for Period 8 to OCR's ACI Coordinator

PERIOD 9 — (August 1, 2018 to August 31, 2018)

- Complete and reconcile database information
- Continue to create new groups of shared interest
- Assist with the hosting of, and participate in the ACI Pilot Project Block Connector and Groups Conversation Table/Event
- Report on initiative via website, Facebook page, newsletter, etc.
- Submit Final Report to OCR's ACI Coordinator.
- Submit time recording sheet for Period 9 to OCR's ACI Coordinator

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work as defined in Exhibit "A" consists of the completion of specific tasks and deliverables by NEIGHBORHOOD COORDINATOR and submission to the COUNTY on a period-by-period basis. Compensation for those tasks and "deliverables"* shall be in accordance with the following Schedule of Payments:

ORIENTATION & PERIODS 1-2

Completion Time: December 31, 2017

Compensation for Orientation & Periods 1-2: \$ 1,000.00

PERIODS 3-4

Completion Time: February 28, 2018

Compensation for Periods 3-4: \$1,000.00

PERIODS 5-6

Completion Time: April 30, 2018

Compensation for Periods 5-6: \$1,000.00

PERIOD 7

Completion Time: June 30, 2018

Compensation for Period 7: \$2,000.00

PERIODS 8-9

Completion Time: August 31, 2018

Compensation for Periods 8-9: \$1,000.00

* "Deliverables" shall be defined as summary progress reports, time reporting sheets, action plan, community inventory and spreadsheets, documentation of meetings attended, and other related deliverables as applicable provided within Exhibit "A".

EXHIBIT "C"

Progress Report for Neighborhood Coordinator
(Please use this template for reporting on Periods 1 through 6 only)

Period: _____

Pilot Project Area: _____

Neighborhood Coordinator: _____

Number of residents engaged to determine their potential and interest of serving as Block Connectors:

Number of Block Connectors secured:

Number of Block Connectors trained:

Block connectors retained:

Number of interviews and conversation forms completed:

Number of households engaged by each of the Block Connectors:

Number and type of groups formed as a result of the work undertaken to date (if applicable):

Number of resident led activities started (if applicable):

Other successes/accomplishments (please use the Scope of Work and specific deliverables per Period as a guide):

Challenges encountered during this reporting Period:

Progress Report for Neighborhood Coordinator
(Please use this template for reporting on Periods 7 through 9)

Period: _____

Pilot Project Area: _____

Neighborhood Coordinator: _____

Number of Block Connectors secured:

Number of Block Connectors trained:

Number of Block Connectors retained:

Number of interviews and conversation forms completed:

Number of households engaged by each of the Block Connectors:

Number and type of groups formed as a result of the work undertaken to date (required information):

Number of resident led activities started (required information):

Number of resident led activities underway and/or completed (required information):

Other successes/accomplishments (please use the Scope of Work and specific deliverables per Period as a guide):

Challenges encountered during this reporting Period:

EXHIBIT "D"

Time Recording Sheet for Neighborhood Coordinator

Period: _____

Pilot Project Area: _____

Neighborhood Coordinator: _____

[illegible]

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20__, 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 Bill McDonald, hereinafter referred to as the NEIGHBORHOOD COORDINATOR.

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

ARTICLE 1 - SERVICES

The NEIGHBORHOOD COORDINATOR'S responsibility under this Contract is to assist with the implementation of the Abundant Community Initiative (ACI) Pilot Project, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be Inger Harvey, telephone no. (561) 233-5318.

The NEIGHBORHOOD COORDINATOR shall be Bill McDonald during the performance of this Contract and his contact telephone no. is (561) 201-4926.

ARTICLE 2 - SCHEDULE

The NEIGHBORHOOD COORDINATOR shall commence services on October 1, 2017 and shall complete all services by September 30, 2018.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO NEIGHBORHOOD COORDINATOR

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of Six Thousand Dollars (\$6,000.00). The NEIGHBORHOOD COORDINATOR will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the NEIGHBORHOOD COORDINATOR 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. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the NEIGHBORHOOD COORDINATOR will clearly state "final invoice" on the NEIGHBORHOOD COORDINATOR'S final/last billing to the COUNTY. This shall constitute NEIGHBORHOOD COORDINATOR'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the NEIGHBORHOOD COORDINATOR.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'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 NEIGHBORHOOD COORDINATORs. 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 NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the NEIGHBORHOOD COORDINATOR. Unless the NEIGHBORHOOD COORDINATOR is in breach of this Contract, the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

ARTICLE 6 - AVAILABILITY OF FUNDS

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

ARTICLE 7 - SUBCONTRACTING

Subcontracting is not allowed under this Contract.

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 NEIGHBORHOOD COORDINATOR. The NEIGHBORHOOD COORDINATOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the NEIGHBORHOOD COORDINATOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The NEIGHBORHOOD COORDINATOR 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 - INDEMNIFICATION

NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 11 - 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or NEIGHBORHOOD COORDINATOR.

ARTICLE 12 - CONFLICT OF INTEREST

The NEIGHBORHOOD COORDINATOR 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, and the Palm Beach County Code of Ethics. The NEIGHBORHOOD COORDINATOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S judgment 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 NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR. The COUNTY agrees to notify the NEIGHBORHOOD COORDINATOR of its opinion by certified mail within thirty (30) days of receipt of notification by the NEIGHBORHOOD COORDINATOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the NEIGHBORHOOD COORDINATOR, the COUNTY shall so state in the notification and the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the NEIGHBORHOOD COORDINATOR'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 14 - ARREARS

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

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 16- INDEPENDENT CONTRACTOR RELATIONSHIP

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S sole direction, supervision, and control. The NEIGHBORHOOD COORDINATOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the NEIGHBORHOOD COORDINATOR'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 NEIGHBORHOOD COORDINATOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The NEIGHBORHOOD COORDINATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the NEIGHBORHOOD COORDINATOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The NEIGHBORHOOD COORDINATOR 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, familial status, sexual orientation, gender identity and expression, or genetic information.

NEIGHBORHOOD COORDINATOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the NEIGHBORHOOD COORDINATOR does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that NEIGHBORHOOD COORDINATOR will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 20 - 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 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the NEIGHBORHOOD COORDINATOR certifies that it, its affiliates, suppliers, subcontractors and NEIGHBORHOOD COORDINATORS 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 22 - 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 NEIGHBORHOOD COORDINATOR of the COUNTY'S notification of a contemplated change, the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR shall not commence work on any such change until such written amendment is signed by the NEIGHBORHOOD COORDINATOR and approved and executed on behalf of Palm Beach County.

ARTICLE 23 - 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:

Palm Beach County Office of Community Revitalization
Houston Tate, OCR Director
2300 North 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 NEIGHBORHOOD COORDINATOR, notices shall be addressed to:

Bill McDonald
5907 Elmhurst Road
West Palm Beach, FL 33417

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the NEIGHBORHOOD COORDINATOR 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 22 - Modifications of Work.

ARTICLE 25 – REGULATION REQUIREMENTS

The NEIGHBORHOOD COORDINATOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. NEIGHBORHOOD COORDINATOR 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.

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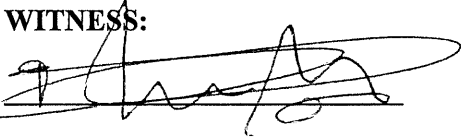
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and NEIGHBORHOOD COORDINATOR has hereunto set its hand the day and year above written.

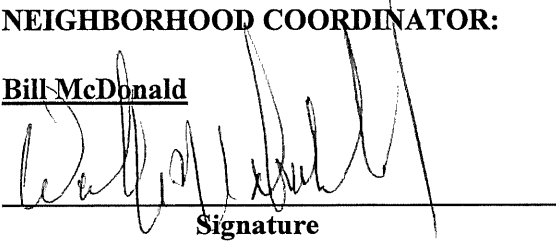
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

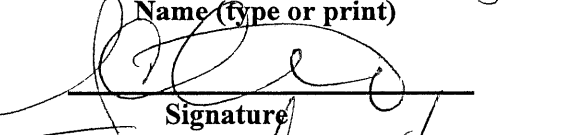
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESS:


NEIGHBORHOOD COORDINATOR:
Bill McDonald

Signature

Ruth Moguillansky
Name (type or print)

Signature
Roger Chris Harvey
Name (type or print)

Bill McDonald
Typed Name
Neighborhood Coordinator
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

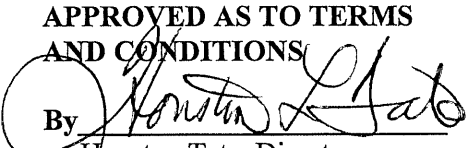
APPROVED AS TO TERMS
AND CONDITIONS
By 
Houston Tate, Director
Office of Community Revitalization

EXHIBIT "A"

SCOPE OF WORK

Neighborhood Coordinator Name:

Bill McDonald
5907 Elmhurst Road
West Palm Beach, FL 33417

Purpose: To assist with the implementation of the Office of Community Revitalization's (OCR) Abundant Community Initiative (ACI) Pilot Project in the Plantation Countywide Community Revitalization Team's (CCRT) area.

Dates of Services: October 1, 2017 to September 30, 2018.

Total Hours: 400 (estimated)

Reporting: The Neighborhood Coordinator will report to the ACI Pilot Project Coordinator, a staff member from the Office of Community Revitalization.

Description of Services to Be Performed: The Neighborhood Coordinator shall be responsible for facilitating the community organizing work in the Plantation neighborhood needed to achieve the desired outcomes of the ACI Pilot Project. The ACI pilot project follows a national model that support grassroots efforts to increase neighborhood wellness by focusing on developing communities from the inside out, identifying and mobilizing assets from within (their skills, abilities and gifts), and connecting them with one another. The main outcomes of the pilot project include: developing a community capacity inventory; connecting neighbors with each other; facilitating relationships through community initiatives and the formation of new groups/associations of shared interests, skills and passions; and improving the overall community wellbeing.

Neighborhood Coordinator's responsibilities entail:

1. Identifying, recruiting and training Block Connectors;
2. Guiding Block Connectors and facilitating the interviews and completion of conversation forms throughout the community to inventory residents' gifts, skills, dreams and passions;
3. Compiling the conversation forms and entering the information on a database;
4. Assessing and organizing the database information based on shared gifts, skills and interests;
5. Connecting residents who have common interests, gifts and passions; and
6. Facilitating the formation of groups and/or associations within the neighborhood to initiate activities and/or initiatives resulting from those connections. Block Connectors will be volunteer positions.

The information collected from the neighborhood conversation forms has three functions:

1. Provide a summary of the neighborhood's vision for their neighborhood;
2. Invite neighbors to join existing groups of interest, or assist in the formation of and participate in new groups; and
3. Provide an inventory of skills, abilities and experiences to share with others in the neighborhood.

Scope of Work: The Neighborhood Coordinator shall be responsible for the completion of the following tasks and deliverables consistent with the above description of services.

INITIATION & START-UP – (October 2017)

- Attend an ACI Pilot Project Neighborhood Connectors Orientation Session
- Participate in a Strategic Pilot Project Implementation Training Session

PERIOD 1 – (October 1, 2017 to November 30, 2017)

- Identify a minimum of 4 Block Connectors
- Interview Block Connectors
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews

- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 1 to OCR's ACI Coordinator

PERIOD 2 – (December 1, 2017 to December 31, 2017)

- Identify a minimum of 2 Block Connectors (for a total of 6 Block Connectors)
- Interview Block Connectors
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 2 to OCR's ACI Coordinator

PERIOD 3 – (January 1, 2018 to January 31, 2018)

- Identify a minimum of 2 Block Connectors (for a total of 8 Block Connectors)
- Interview Block Connectors
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Attend ACI Pilot Project Neighborhood Coordinators Meeting
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 3 to OCR's ACI Coordinator

PERIOD 4 – (February 1, 2018 to February 28, 2018)

- Identify a minimum of 2 Block Connectors (for a total of 10 Block Connectors)
- Interview Block Connectors
- Remind previous 6 Block Connectors to complete conversation forms
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 4 to OCR's ACI Coordinator

PERIOD 5 - (March 1, 2017 to March 31, 2018)

- Identify a minimum of 4 Block Connectors (for a total of 14 Block Connectors)
- Interview Block Connectors
- Remind previous 10 Block Connectors to complete conversation forms
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)

- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 5 to OCR's ACI Coordinator

PERIOD 6 – (April 1, 2018 to April 30, 2018)

- Identify a minimum of 4 Block Connectors (for a total of 18 Block Connectors)
- Interview Block Connectors
- Remind previous 14 Block Connectors to complete conversation forms
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Attend ACI Pilot Project Neighborhood Coordinator Meeting
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 6 to ACI Coordinator

PERIOD 7– (May 1, 2018 to June 30, 2018)

- Assess and organize database information based on shared gifts, skills and interests
- Create list of potential groups based on shared gifts, skills and interests
- Host Block Connector Conversation meeting to: present identified community assets; go through the preliminary list of potential groups that could be formed and initiatives that could be undertaken based on shared interests; prioritize the identified groups and initiatives; identify resources that might be needed for implementation; and establish a plan of action.
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date and the preliminary plan of action.
- Submit time recording sheet for Period 7 to OCR's ACI Coordinator

PERIOD 8 – (July 1, 2018 to July 31, 2018)

- Provide last reminder to all Block Connectors to complete interviews.
- Accompany Block Connectors on difficult interviews with the assistance of OCR's ACI Coordinator's to complete neighborhood conversation forms
- Remind all Block Connectors to complete conversation forms
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator and return conversation forms to Block Connectors
- Assess and organize updated database information based on shared gifts, skills and interests
- Update list of potential groups based on shared gifts, skills and interests
- Finalize action plan. The plan should contain the list of groups to be created, the activities/initiatives to be implemented, roles and responsibilities, and resources needed.
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the final database and final action plan.
- Submit time recording sheet for Period 8 to OCR's ACI Coordinator

PERIOD 9 — (August 1, 2018 to August 31, 2018)

- Complete and reconcile database information
- Continue to create new groups of shared interest
- Assist with the hosting of, and participate in the ACI Pilot Project Block Connector and Groups Conversation Table/Event
- Report on initiative via website, Facebook page, newsletter, etc.
- Submit Final Report to OCR's ACI Coordinator.
- Submit time recording sheet for Period 9 to OCR's ACI Coordinator

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work as defined in Exhibit "A" consists of the completion of specific tasks and deliverables by NEIGHBORHOOD COORDINATOR and submission to the COUNTY on a period-by-period basis. Compensation for those tasks and "deliverables"* shall be in accordance with the following Schedule of Payments:

ORIENTATION & PERIODS 1-2

Completion Time: December 31, 2017

Compensation for Orientation & Periods 1-2: \$ 1,000.00

PERIODS 3-4

Completion Time: February 28, 2018

Compensation for Periods 3-4: \$1,000.00

PERIODS 5-6

Completion Time: April 30, 2018

Compensation for Periods 5-6: \$1,000.00

PERIOD 7

Completion Time: June 30, 2018

Compensation for Period 7: \$2,000.00

PERIODS 8-9

Completion Time: August 31, 2018

Compensation for Periods 8-9: \$1,000.00

* "Deliverables" shall be defined as summary progress reports, time reporting sheets, action plan, community inventory and spreadsheets, documentation of meetings attended, and other related deliverables as applicable provided within Exhibit "A".

EXHIBIT "C"

Progress Report for Neighborhood Coordinator

(Please use this template for reporting on Periods 1 through 6 only)

Period: _____

Pilot Project Area: _____

Neighborhood Coordinator: _____

Number of residents engaged to determine their potential and interest of serving as Block Connectors:

Number of Block Connectors secured:

Number of Block Connectors trained:

Block connectors retained:

Number of interviews and conversation forms completed:

Number of households engaged by each of the Block Connectors:

Number and type of groups formed as a result of the work undertaken to date (if applicable):

Number of resident led activities started (if applicable):

Other successes/accomplishments (please use the Scope of Work and specific deliverables per Period as a guide):

Challenges encountered during this reporting Period:

Progress Report for Neighborhood Coordinator
(Please use this template for reporting on Periods 7 through 9)

Period: _____

Pilot Project Area: _____

Neighborhood Coordinator: _____

Number of Block Connectors secured:

Number of Block Connectors trained:

Number of Block Connectors retained:

Number of interviews and conversation forms completed:

Number of households engaged by each of the Block Connectors:

Number and type of groups formed as a result of the work undertaken to date (required information):

Number of resident led activities started (required information):

Number of resident led activities underway and/or completed (required information):

Other successes/accomplishments (please use the Scope of Work and specific deliverables per Period as a guide):

Challenges encountered during this reporting Period:

EXHIBIT "D"

Time Recording Sheet for Neighborhood Coordinator

Period: _____

Pilot Project Area: _____

Neighborhood Coordinator: _____

[illegible]

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20__, 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 Bonnie Hodges Leech, hereinafter referred to as the NEIGHBORHOOD COORDINATOR.

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

ARTICLE 1 - SERVICES

The NEIGHBORHOOD COORDINATOR'S responsibility under this Contract is to assist with the implementation of the Abundant Community Initiative (ACI) Pilot Project, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Inger Harvey, telephone no. (561) 233-5318.

The NEIGHBORHOOD COORDINATOR shall be Bonnie Hodges Leech during the performance of this Contract and her contact telephone no. is (561) 797-6447.

ARTICLE 2 - SCHEDULE

The NEIGHBORHOOD COORDINATOR shall commence services on October 1, 2017 and shall complete all services by September 30, 2018.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO NEIGHBORHOOD COORDINATOR

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of Six Thousand Dollars (\$6,000.00). The NEIGHBORHOOD COORDINATOR will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the NEIGHBORHOOD COORDINATOR 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. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the NEIGHBORHOOD COORDINATOR will clearly state "final invoice" on the NEIGHBORHOOD COORDINATOR'S final/last billing to the COUNTY. This shall constitute NEIGHBORHOOD COORDINATOR'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the NEIGHBORHOOD COORDINATOR.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'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 NEIGHBORHOOD COORDINATORS. 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 NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the NEIGHBORHOOD COORDINATOR. Unless the NEIGHBORHOOD COORDINATOR is in breach of this Contract, the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

ARTICLE 6 - AVAILABILITY OF FUNDS

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

ARTICLE 7 - SUBCONTRACTING

Subcontracting is not allowed under this Contract.

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 NEIGHBORHOOD COORDINATOR. The NEIGHBORHOOD COORDINATOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the NEIGHBORHOOD COORDINATOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The NEIGHBORHOOD COORDINATOR 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 - INDEMNIFICATION

NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 11 - 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or NEIGHBORHOOD COORDINATOR.

ARTICLE 12 - CONFLICT OF INTEREST

The NEIGHBORHOOD COORDINATOR 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, and the Palm Beach County Code of Ethics. The NEIGHBORHOOD COORDINATOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S judgment 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 NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR. The COUNTY agrees to notify the NEIGHBORHOOD COORDINATOR of its opinion by certified mail within thirty (30) days of receipt of notification by the NEIGHBORHOOD COORDINATOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the NEIGHBORHOOD COORDINATOR, the COUNTY shall so state in the notification and the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the NEIGHBORHOOD COORDINATOR'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 14 - ARREARS

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

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 16- INDEPENDENT CONTRACTOR RELATIONSHIP

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S sole direction, supervision, and control. The NEIGHBORHOOD COORDINATOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the NEIGHBORHOOD COORDINATOR'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 NEIGHBORHOOD COORDINATOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The NEIGHBORHOOD COORDINATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the NEIGHBORHOOD COORDINATOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The NEIGHBORHOOD COORDINATOR 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, familial status, sexual orientation, gender identity and expression, or genetic information.

NEIGHBORHOOD COORDINATOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the NEIGHBORHOOD COORDINATOR does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that NEIGHBORHOOD COORDINATOR will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 20 - 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 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the NEIGHBORHOOD COORDINATOR certifies that it, its affiliates, suppliers, subcontractors and NEIGHBORHOOD COORDINATORS 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 22 - 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 NEIGHBORHOOD COORDINATOR of the COUNTY'S notification of a contemplated change, the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the NEIGHBORHOOD COORDINATOR 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 NEIGHBORHOOD COORDINATOR shall not commence work on any such change until such written amendment is signed by the NEIGHBORHOOD COORDINATOR and approved and executed on behalf of Palm Beach County.

ARTICLE 23 - 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:

Palm Beach County Office of Community Revitalization
Houston Tate, OCR Director
2300 North 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 NEIGHBORHOOD COORDINATOR, notices shall be addressed to:

Bonnie Hodges Leech
7232 East Oakridge Circle
Lantana, FL 33462

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the NEIGHBORHOOD COORDINATOR 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 22 - Modifications of Work.

ARTICLE 25 – REGULATION REQUIREMENTS

The NEIGHBORHOOD COORDINATOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. NEIGHBORHOOD COORDINATOR 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.

The rest of this page was left blank intentionally.

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 NEIGHBORHOOD COORDINATOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESS:

NEIGHBORHOOD COORDINATOR:

Bonnie Hodges Leech

Bonnie Hodges Leech
Signature

Bonnie Hodges Leech
Typed Name

Neighborhood Coordinator
Title

Ruth Magillansky
Name (type or print)
[Signature]
Signature
Erin Cheryl Harvey
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS
By [Signature]
Houston Tate, Director
Office of Community Revitalization

EXHIBIT "A"

SCOPE OF WORK

Neighborhood Coordinator Name:

Bonnie Hodges Leech
7232 East Oakridge Circle
Lantana, FL 33462

Purpose: To assist with the implementation of the Office of Community Revitalization's (OCR) Abundant Community Initiative (ACI) Pilot Project in the San Castle Countywide Community Revitalization Team's (CCRT) area.

Dates of Services: October 1, 2017 to September 30, 2018.

Total Hours: 400 (estimated)

Reporting: The Neighborhood Coordinator will report to the ACI Pilot Project Coordinator, a staff member from the Office of Community Revitalization.

Description of Services to Be Performed: The Neighborhood Coordinator shall be responsible for facilitating the community organizing work in the San Castle neighborhood needed to achieve the desired outcomes of the ACI Pilot Project. The ACI pilot project follows a national model that support grassroots efforts to increase neighborhood wellness by focusing on developing communities from the inside out, identifying and mobilizing assets from within (their skills, abilities and gifts), and connecting them with one another. The main outcomes of the pilot project include: developing a community capacity inventory; connecting neighbors with each other; facilitating relationships through community initiatives and the formation of new groups/associations of shared interests, skills and passions; and improving the overall community wellbeing.

Neighborhood Coordinator's responsibilities entail:

1. Identifying, recruiting and training Block Connectors;
2. Guiding Block Connectors and facilitating the interviews and completion of conversation forms throughout the community to inventory residents' gifts, skills, dreams and passions;
3. Compiling the conversation forms and entering the information on a database;
4. Assessing and organizing the database information based on shared gifts, skills and interests;
5. Connecting residents who have common interests, gifts and passions; and
6. Facilitating the formation of groups and/or associations within the neighborhood to initiate activities and/or initiatives resulting from those connections. Block Connectors will be volunteer positions.

The information collected from the neighborhood conversation forms has three functions:

1. Provide a summary of the neighborhood's vision for their neighborhood;
2. Invite neighbors to join existing groups of interest, or assist in the formation of and participate in new groups; and
3. Provide an inventory of skills, abilities and experiences to share with others in the neighborhood.

Scope of Work: The Neighborhood Coordinator shall be responsible for the completion of the following tasks and deliverables consistent with the above description of services.

INITIATION & START-UP – (October 2017)

- Attend an ACI Pilot Project Neighborhood Connectors Orientation Session
- Participate in a Strategic Pilot Project Implementation Training Session

PERIOD 1 – (October 1, 2017 to November 30, 2017)

- Identify a minimum of 4 Block Connectors
- Interview Block Connectors
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews

- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 1 to OCR's ACI Coordinator

PERIOD 2 – (December 1, 2017 to December 31, 2017)

- Identify a minimum of 2 Block Connectors (for a total of 6 Block Connectors)
- Interview Block Connectors
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 2 to OCR's ACI Coordinator

PERIOD 3 – (January 1, 2018 to January 31, 2018)

- Identify a minimum of 2 Block Connectors (for a total of 8 Block Connectors)
- Interview Block Connectors
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Attend ACI Pilot Project Neighborhood Coordinators Meeting
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 3 to OCR's ACI Coordinator

PERIOD 4 – (February 1, 2018 to February 28, 2018)

- Identify a minimum of 2 Block Connectors (for a total of 10 Block Connectors)
- Interview Block Connectors
- Remind previous 6 Block Connectors to complete conversation forms
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 4 to OCR's ACI Coordinator

PERIOD 5 - (March 1, 2017 to March 31, 2018)

- Identify a minimum of 4 Block Connectors (for a total of 14 Block Connectors)
- Interview Block Connectors
- Remind previous 10 Block Connectors to complete conversation forms
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)

- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator
- Return conversation forms to Block Connectors
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 5 to OCR's ACI Coordinator

PERIOD 6 – (April 1, 2018 to April 30, 2018)

- Identify a minimum of 4 Block Connectors (for a total of 18 Block Connectors)
- Interview Block Connectors
- Remind previous 14 Block Connectors to complete conversation forms
- Attend Block Connector Orientation with OCR's ACI Coordinator
- Accompany Block Connectors on first interviews
- Report on initiative via website, Facebook page, newsletter, etc. (continue to report as able throughout the year, as fits your existing communications system)
- Receive conversation forms, enter information on database with the assistance of OCR's ACI
- Return conversation forms to Block Connectors
- Attend ACI Pilot Project Neighborhood Coordinator Meeting
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date.
- Submit time recording sheet for Period 6 to ACI Coordinator

PERIOD 7– (May 1, 2018 to June 30, 2018)

- Assess and organize database information based on shared gifts, skills and interests
- Create list of potential groups based on shared gifts, skills and interests
- Host Block Connector Conversation meeting to: present identified community assets; go through the preliminary list of potential groups that could be formed and initiatives that could be undertaken based on shared interests; prioritize the identified groups and initiatives; identify resources that might be needed for implementation; and establish a plan of action.
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the database completed to date and the preliminary plan of action.
- Submit time recording sheet for Period 7 to OCR's ACI Coordinator

PERIOD 8 – (July 1, 2018 to July 31, 2018)

- Provide last reminder to all Block Connectors to complete interviews.
- Accompany Block Connectors on difficult interviews with the assistance of OCR's ACI Coordinator's to complete neighborhood conversation forms
- Remind all Block Connectors to complete conversation forms
- Receive conversation forms, enter information on database with the assistance of OCR's ACI Coordinator and return conversation forms to Block Connectors
- Assess and organize updated database information based on shared gifts, skills and interests
- Update list of potential groups based on shared gifts, skills and interests
- Finalize action plan. The plan should contain the list of groups to be created, the activities/initiatives to be implemented, roles and responsibilities, and resources needed.
- Provide a brief progress report to OCR's ACI Coordinator summarizing the accomplishments and challenges during the current reporting period, along with the final database and final action plan.
- Submit time recording sheet for Period 8 to OCR's ACI Coordinator

PERIOD 9 — (August 1, 2018 to August 31, 2018)

- Complete and reconcile database information
- Continue to create new groups of shared interest
- Assist with the hosting of, and participate in the ACI Pilot Project Block Connector and Groups Conversation Table/Event
- Report on initiative via website, Facebook page, newsletter, etc.
- Submit Final Report to OCR's ACI Coordinator.
- Submit time recording sheet for Period 9 to OCR's ACI Coordinator

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work as defined in Exhibit "A" consists of the completion of specific tasks and deliverables by NEIGHBORHOOD COORDINATOR and submission to the COUNTY on a period-by-period basis. Compensation for those tasks and "deliverables"* shall be in accordance with the following Schedule of Payments:

ORIENTATION & PERIODS 1-2

Completion Time: December 31, 2017

Compensation for Orientation & Periods 1-2: \$ 1,000.00

PERIODS 3-4

Completion Time: February 28, 2018

Compensation for Periods 3-4: \$1,000.00

PERIODS 5-6

Completion Time: April 30, 2018

Compensation for Periods 5-6: \$1,000.00

PERIOD 7

Completion Time: June 30, 2018

Compensation for Period 7: \$2,000.00

PERIODS 8-9

Completion Time: August 31, 2018

Compensation for Periods 8-9: \$1,000.00

* "Deliverables" shall be defined as summary progress reports, time reporting sheets, action plan, community inventory and spreadsheets, documentation of meetings attended, and other related deliverables as applicable provided within Exhibit "A".

EXHIBIT "C"

Progress Report for Neighborhood Coordinator

(Please use this template for reporting on Periods 1 through 6 only)

Period: _____

Pilot Project Area: _____

Neighborhood Coordinator: _____

Number of residents engaged to determine their potential and interest of serving as Block Connectors:

Number of Block Connectors secured:

Number of Block Connectors trained:

Block connectors retained:

Number of interviews and conversation forms completed:

Number of households engaged by each of the Block Connectors:

Number and type of groups formed as a result of the work undertaken to date (if applicable):

Number of resident led activities started (if applicable):

Other successes/accomplishments (please use the Scope of Work and specific deliverables per Period as a guide):

Challenges encountered during this reporting Period:

Progress Report for Neighborhood Coordinator
(Please use this template for reporting on Periods 7 through 9)

Period: _____

Pilot Project Area: _____

Neighborhood Coordinator: _____

Number of Block Connectors secured:

Number of Block Connectors trained:

Number of Block Connectors retained:

Number of interviews and conversation forms completed:

Number of households engaged by each of the Block Connectors:

Number and type of groups formed as a result of the work undertaken to date (required information):

Number of resident led activities started (required information):

Number of resident led activities underway and/or completed (required information):

Other successes/accomplishments (please use the Scope of Work and specific deliverables per Period as a guide):

Challenges encountered during this reporting Period:

EXHIBIT "D"

Time Recording Sheet for Neighborhood Coordinator

Period: _____

Pilot Project Area: _____

Neighborhood Coordinator: _____

[illegible]

Office of Community Revitalization
"Abundant Community Initiative Pilot Project"

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: SHANNON DOUGHNEY

PROJECT DESCRIPTION:

Shannon Doughney was selected to help the OCR in implementing the Abundant Community Initiative Pilot Project in the Cabana Colony CCRT area. The work will entail: guiding the community organizing work; identifying, enlisting and mobilizing a significant number of block connectors; facilitating and encouraging the block connector's conversation process throughout the entire neighborhood; and compile information from the conversations on behalf of the neighborhood and its leadership; and facilitating the formation of associations within the neighborhood. The neighborhood coordinator will not be a County employee, and will report to the community leadership group and the OCR staff. Block Connectors will be recruited to assist the neighborhood coordinator with the home interviews. Block Connectors will be volunteer positions. Based on the lessons learned from the Pilot Project and its evaluation, the OCR will make a recommendation to the BCC on whether the pilot projects' experience, training materials and interview questions could be used as a model that could be applied in other communities in Palm Beach County.

County funds requested: \$ 6,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Limestone Creek Advocates, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☐ No ☒

COMMENTS: _____


SIGNATURE OF REVIEWER

Jacqueline Birns
PRINT NAME

P + C Manager
TITLE OF REVIEWER

8/15/17
DATE

Office of Community Revitalization
"Abundant Community Initiative Pilot Project"

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: BILL McDONALD

PROJECT DESCRIPTION:

Bill McDonald was selected to help the OCR in implementing the Abundant Community Initiative Pilot Project in the Plantation CCRT area. The work will entail: guiding the community organizing work; identifying, enlisting and mobilizing a significant number of block connectors; facilitating and encouraging the block connector's conversation process throughout the entire neighborhood; and compile information from the conversations on behalf of the neighborhood and its leadership; and facilitating the formation of associations within the neighborhood. The neighborhood coordinator will not be a County employee, and will report to the community leadership group and the OCR staff. Block Connectors will be recruited to assist the neighborhood coordinator with the home interviews. Block Connectors will be volunteer positions. Based on the lessons learned from the Pilot Project and its evaluation, the OCR will make a recommendation to the BCC on whether the pilot projects' experience, training materials and interview questions could be used as a model that could be applied in other communities in Palm Beach County.

County funds requested: \$ 6,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Limestone Creek Advocates, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: _____


SIGNATURE OF REVIEWER

Jaqueline Birnst
PRINT NAME

P + C Manager
TITLE OF REVIEWER

8/15/17
DATE

Office of Community Revitalization
"Abundant Community Initiative Pilot Project"

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: BONNIE HODGES LEECH

PROJECT DESCRIPTION:

Bonnie Hodges Leech was selected to help the OCR in implementing the Abundant Community Initiative Pilot Project in the San Castle CCRT area. The work will entail: guiding the community organizing work; identifying, enlisting and mobilizing a significant number of block connectors; facilitating and encouraging the block connector's conversation process throughout the entire neighborhood; and compile information from the conversations on behalf of the neighborhood and its leadership; and facilitating the formation of associations within the neighborhood. The neighborhood coordinator will not be a County employee, and will report to the community leadership group and the OCR staff. Block Connectors will be recruited to assist the neighborhood coordinator with the home interviews. Block Connectors will be volunteer positions. Based on the lessons learned from the Pilot Project and its evaluation, the OCR will make a recommendation to the BCC on whether the pilot projects' experience, training materials and interview questions could be used as a model that could be applied in other communities in Palm Beach County.


County funds requested: \$ 6,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Limestone Creek Advocates, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: _____


SIGNATURE OF REVIEWER

Jaqueline Bruns
PRINT NAME

P & C Manager
TITLE OF REVIEWER

8/15/17
DATE