Agenda Item #: 3EE - 2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	1/12/2021	[X] Consent [] Ordinance	[] []	Regular Public Hearing
Department:	County A	dministration		
Submitted By:	County A	dministration		
Submitted For:	Office of	Community Revitaliz	zation	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract with Ms. Bonnie Hodges Leech in an amount not to exceed \$10,000 to continue the implementation of the Office of Community Revitalization's (OCR) Abundant Community Initiative (ACI) in the San Castle Countywide Community Revitalization Team (CCRT) area.

Summary: To date, the BCC approved two one-year contracts with resident Ms. Hodges Leech to serve as the Neighborhood Connector in San Castle to implement the ACI-The first contract was in an amount not to exceed \$6,000 for services covering the period of October 1, 2017 through September 30, 2018, and the second contract was in an amount not to exceed \$10,000 for the period of November 20, 2018 through November 22, 2019. Ms. Hodges Leech has successfully fulfilled the terms of the executed contracts, and continued to work in spite of the challenges posed by the Covid pandemic. The increased contract amount aligns with the national model, and reflects the expanded tasks and deliverables, and the labor-intensive door-to-door outreach of residents in a community with diverse cultural backgrounds. The purpose of the Project is to engage and help empower residents for civic leadership so that they become the agents for positive change in the community. Staff is now requesting the BCC approve the new contract to continue implementation. The contract with Ms. Hodges Leech will commence on January 12, 2021 and expire on January 9, 2022. Funding for this Project is available from the Abundant Community Initiative account. District 7 (HH).

Background and Justification: The Project, which is part of OCR's Community Connect Initiative, follows a national model that supports grassroots efforts to increase neighborhood wellness by focusing on developing communities from the inside out, identifying and mobilizing assets from within (resident's skills, abilities and gifts), and connecting them with one another to create a safer, friendlier and engaged neighborhood.

In 2014, the 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 implementation of ACI is the result of these efforts. (Continued on Page 3)

Attachments:

1. Contract with Bonnie Hodges Leech

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Recommended b	y: Araston L. Fato	12/8/2020
	Department Director	Date
Approved By: _	Per	12/15/20
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital					
Expenditures					
Operating Costs	\$7,500	\$2,500			
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$7,500	\$2,500			
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget?	Yes X	No
Does this item include the use of federal funds?	Yes	No X

Budget A	Account No:		
Fund	Dept	Unit	Object
1401	610	6303	3401

B. Recommended Sources of Funds/Summary of Fiscal Impact: FY 2021 funding is available in the Abundant Community Initiative account and will be allocated according to contract. FY 2022 funding will be allocated upon Board's approval during the FY 2022 budget process.

C. Departmental Fiscal Review:

for Dansie

III. REVIEW COMMENTS:

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

12/10/2020 THIS DOD Contract Dev. & Control 12-15-20 Tu

B. Legal Sufficiency

12-17-2020 e^{O} Assistant County Attorney

C. Other Department Review

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Page 3

Background and Justification: Continued from Page 1

ACI and the contracting of neighborhood residents for its implementation, follow the national model already adopted and successfully implemented by the ABCD Institute and the leadership group throughout the United States and Canada. Per the national model, the BCC contracted with neighborhood residents to serve as Neighborhood Connectors to spearhead the implementation of an ACI Pilot Project to test the effectiveness and transferability of ACI to other CCRT and County neighborhoods.

The OCR has completed the Pilot Project, and an evaluation of the Pilot Project will be presented to the Board at a later date. Based on the feedback obtained through surveys of residents in the ACI Pilot Project neighborhoods, ACI has shown its potential to create safer, friendlier and more engaged communities.

The role of the ACI Neighborhood Connector is to organize the community by connecting to residents, gathering information about their skills, interests, and vision for the neighborhood, and entering this information into the neighborhood database that facilitates the formation of new groups of residents based on their skills and interests. Neighborhood Connectors are not County employees and will continue to report to the community leadership group and the OCR Staff.

Ms. Hodges Leech, has fulfilled the terms of the two expired contracts, and staff is now recommending Board approval of a new contract with her to continue to implement the project. The new contract amount of \$10,000, for a total estimated 500 hours of work in her neighborhood, aligns with the national model and reflects the hours necessary to cover the number of homes in the neighborhood and complete required tasks and deliverables. Staff recommends the Board's approval.

CONTRACT FOR SERVICES

This Contract is made as of the _____day of ______, 2021 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 CONNECTOR.

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

ARTICLE 1 - SERVICES

The NEIGHBORHOOD CONNECTOR's responsibility under this Contract is to assist with the implementation of the Abundant Community Initiative (ACI), 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 Vivian Ryland, telephone no. (561) 233-5376.

The NEIGHBORHOOD CONNECTOR shall be Bonnie Hodges Leech during the performance of this Contract and her contact telephone no. is <u>(561) 797-6447</u>. The NEIGHBORHOODCONNECTOR shall not employ other individuals to perform services under this contract.

ARTICLE 2 - SCHEDULE

The NEIGHBORHOOD CONNECTOR shall commence services on January 12, 2021 and shall complete all services and submit all required reports no later than January 9, 2022.

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 CONNECTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of <u>Ten Thousand Dollars (\$10,000.00</u>). The NEIGHBORHOOD CONNECTOR will bill the COUNTY as provided, in the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the NEIGHBORHOOD CONNECTOR 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. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the NEIGHBORHOOD CONNECTOR will clearly state <u>"final invoice"</u> on the NEIGHBORHOOD CONNECTOR'S final/last billing to the COUNTY. This shall constitute NEIGHBORHOOD CONNECTOR'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 CONNECTOR.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the NEIGHBORHOOD CONNECTOR 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 CONNECTOR'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 CONNECTOR. 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 CONNECTOR 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 CONNECTOR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the NEIGHBORHOOD CONNECTOR. Unless the NEIGHBORHOOD CONNECTOR is in breach of this Contract, the NEIGHBORHOOD CONNECTOR 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 CONNECTOR 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 CONNECTOR. The NEIGHBORHOOD CONNECTOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the NEIGHBORHOOD CONNECTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The NEIGHBORHOOD CONNECTOR 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 CONNECTOR 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 CONNECTOR.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the NEIGHBORHOOD CONNECTOR 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 CONNECTTOR 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 CONNECTOR.

ARTICLE 12 - CONFLICT OF INTEREST

The NEIGHBORHOOD CONNECTOR 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 CONNECTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 13 - EXCUSABLE DELAYS

The NEIGHBORHOOD CONNECTOR 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 CONNECTOR 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 CONNECTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the NEIGHBORHOOD CONNECTOR'S failure to perfo1m 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 CONNECTOR 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 CONNECTOR 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 CONNECTOR 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 CONNECTOR 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 CONNECTOR 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 CONNECTOR'S sole direction, supervision, and control. The NEIGHBORHOOD CONNECTOR shall exercise control over the means and manner in which she performs the work, and in all respects the NEIGHBORHOOD CONNECTOR'S relationship to the COUNTY shall be that of an Independent Contractor and not as an employee or agent of the COUNTY. The NEIGHBORHOOD CONNECTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The NEIGHBORHOOD CONNECTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the NEIGHBORHOOD CONNECTOR 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 CONNECTOR, 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 CONNECTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 CONNECTOR'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 CONNECTOR, 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 COUNTY is committed to assuring, equal opportunity in the award of contracts and complies with all the laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the NEIGHBORHOOD CONNECTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, maritalstatus, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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 CONNECTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 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 CONNECTOR of the COUNTY'S notification of a contemplated change, the NEIGHBORHOOD CONNECTOR 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 CONNECTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the NEIGHBORHOOD CONNECTOR 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 CONNECTOR shall not commence work on any such change until such written amendment is signed by the NEIGHBORHOOD CONNECTOR 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 WestPalm Beach, FL33411

With copy to:

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

If sent to the NEIGHBORHOOD CONNECTOR, 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 CONNECTOR 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 - REGULATIONS; LICENSING REQUIREMENTS

The NEIGHBORHOOD CONNECTOR 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 CONNECTOR 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.

ARTICLE 26 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the NEIGHBORHOOD CONNECTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if NEIGHBORHOOD CONNECTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the NEIGHBORHOOD CONNECTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan

List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by NEIGHBORHOOD CONNECTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 27 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the NEIGHBORHOOD CONNECTOR: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the NEIGHBORHOOD CONNECTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The NEIGHBORHOOD CONNECTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The NEIGHBORHOOD CONNECTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the NEIGHBORHOOD CONNECTOR does not transfer the records to the public agency.
- D. Upon completion of the Contract the NEIGHBORHOOD CONNECTOR shall transfer, at no cost to the COUNTY, all public records in possession of the NEIGHBORHOOD CONNECTOR unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the NEIGHBORHOOD CONNECTOR transfers all public records to the COUNTY upon completion of the Contract, the NEIGHBORHOOD CONNECTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the NEIGHBORHOOD CONNECTOR keeps and maintains public records upon completion of the Contract, the NEIGHBORHOOD CONNECTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the NEIGHBORHOOD CONNECTOR must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the NEIGHBORHOOD CONNECTOR to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. NEIGHBORHOOD CONNECTOR

acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE NEIGHBORHOOD CONNECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE NEIGHBORHOOD CONNECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT <u>RECORDS REQUEST@PBCGOV.ORG</u> OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. NEIGHBORHOOD CONNECTOR shall execute by manual means only, unless the COUNTY provides otherwise.

Remainder of Page 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: _

Dave Kerner, Mayor

NEIGHBORHOOD CONNECTOR:

Bonnie Hodges Leech

Leech MUÇ

Signature

Bonnie Hodges Leech Typed Name

Neighborhood Connector

Title

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 \mathcal{A} Signatur 1/A

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By Helene Hvizd

APPROVED AS TO TERMS AND CONDITIONS

0 Ato By Arnston a

Houston Tate, Director Office of Community Revitalization



EXHIBIT "A"

SCOPE OF WORK

Neighborhood Connector 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) in the San Castle Countywide Community Revitalization Team's (CCRT) area.

Dates of Services: January 12, 2021 to January 9, 2022.

Total Hours: 500 (estimated)

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

Description of Services to Be Performed: The Neighborhood Connector shall be responsible for facilitating the community organizing work in the San Castle neighborhood needed to achieve the desired outcomes of ACI. The ACI project follows a national model that supports 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 desired outcomes of the ACI include; developing a community initiatives and the formation of new groups/associations of shared interests, skills and passions; and improving the overall community wellbeing.

The Neighborhood Connector's responsibilities entail:

- 1. Outreach to residents of San Castle through door-to-door visits, block parties and other events, following all Centers for Disease Control (CDC) guidelines during the COVID-19 pandemic.
- 2. Gathering resident information including but not limited to:
 - skills;
 - interests;
 - Their vision for the neighborhood;
 - What they are willing to share with their neighbors; and
 - What they need assistance with.
- 3. Entering this information into the neighborhood database.
- 4. Assessing and organizing the database information based on residents' common skills and interests;
- 5. Facilitating the connection of residents who have common interests, and skills; and
- 6. Facilitating the formation of groups and/or associations within the neighborhood to initiate activities and/or initiatives to address resident needs and further the community vision, following all CDC guidelines during the COVID-19 pandemic.

The information collected from the Skills and Interests forms will be used by the Neighborhood Connector to: 1. Create an inventory of residents' skills, interests and needs;

- 2. Invite neighbors to join existing groups of interest, or assist in the formation of and participate in
 - 12

new groups; and

3. Create a database with residents' information to: 1) identify potential groups based on shared skills and interests; 2) assist neighbors in need and during emergencies; and recruit volunteers for community events and activities.

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

PERIOD 1 - (January 12, 2021 to April 12, 2021)

During Period 1 of the Contract for Services, the Neighborhood Connector shall undertake the following activities to promote the benefits of ACI:

- Conduct outreach efforts through face-to-face meetings, neighborhood meetings, block parties and social media, etc., following all CDC guidelines during the COVID-19 pandemic;
- Create collateral materials that explain the benefits of a more connected community and include the contact information for the Neighborhood Connector and social media addresses;
- Submit the completed Neighborhood Connector report (Exhibit "B") to the OCR's ACI Coordinator by April 12, 2021, including the following information:
 - the number of hours spent on ACI-related activities;
 - description along with photos of events held to promote ACI and its benefits;
 - the number of residents that were contacted about ACI during the reporting period;
 - screen shots of social media outreach efforts;
 - description of potential groups that can be formed based on similar interests;
 - Promote the potential for various groups through social media, etc.; and
 - A printout of the report from the neighborhood database showing the number of residents who have provided their information on their skills and interests; and
 - Fliers, photos, etc. that reflect neighborhood projects and group meetings (following all CDC guidelines during the COVID-19 pandemic) that occurred during the reporting period.

PERIOD 2 - (April 13, 2021 to July 12, 2021)

During Period 2 of the Contract for Services, the Neighborhood Connector shall undertake the following activities to promote the benefits of ACI:

- Conduct outreach efforts through face-to-face meetings, neighborhood meetings, block parties and social media, etc. following all CDC guidelines during the COVID-19 pandemic;
- Create collateral materials that explain the benefits of a more connected community and include the contact information for the Neighborhood Connector and neighborhood social media addresses;

Submit the completed Neighborhood Connector report (Exhibit "B") to the OCR's ACI Coordinator by July 12, 2021, including the following information:

- the number of hours spent on ACI-related activities;
- description along with photos of events held to promote ACI and its benefits;
- the number of residents that were contacted about ACI during the reporting period;
- screen shots of social media outreach efforts;
- description of potential groups that can be formed based on similar interests;
- Promote the potential for various groups through social media, etc.; and
- A printout of the report from the neighborhood database showing the number of residents who have provided their information on their skills and interests
- Fliers, photos, etc. that reflect neighborhood projects and group meetings (following all CDC guidelines during the COVID-19 pandemic) that occurred during the reporting period.

PERIOD 3 - (July 13, 2021 to October 11, 2021)

During Period 3 of the Contract for Services, the Neighborhood Connector shall undertake the following activities to promote the benefits of ACI:

- Conduct outreach efforts through face-to-face meetings, neighborhood meetings, block parties and social media, etc. following all CDC guidelines during the COVID-19 pandemic;
- Create collateral materials that explain the benefits of a more connected community and include the contact information for the Neighborhood Connector and neighborhood social media addresses;
- Submit the completed Neighborhood Connector report (Exhibit "B") to the OCR's ACI Coordinator by October 11, 2021, including the following information:
 - the number of hours spent on ACI-related activities;
 - description along with photos of events held to promote ACI and its benefits;
 - the number of residents that were contacted about ACI during the reporting period;
 - screen shots of social media outreach efforts;
 - description of potential groups that can be formed based on similar interests;
 - Promote the potential for various groups through social media, etc.; and
 - A printout of the report from the neighborhood database showing the number of residents who have provided their information on their skills and interests
 - Fliers, photos, etc. that reflect neighborhood projects and group meetings (following all CDC guidelines during the COVID-19 pandemic) that occurred during the reporting period.

PERIOD 4 - (October 12, 2021 to January 10, 2022)

During Period 4 of the Contract for Services, the Neighborhood Connector shall undertake the following activities to promote the benefits of ACI:

- Conduct outreach efforts through face-to-face meetings, neighborhood meetings, block parties and social media, etc. following all CDC guidelines during the COVID-19 pandemic;
- Create collateral materials that explain the benefits of a more connected community and include the contact information for the Neighborhood Connector and neighborhood social media addresses;
- Submit the completed Neighborhood Connector report (Exhibit "B") to the OCR's ACI Coordinator by January 10, 2022, including the following information:
 - the number of hours spent on ACI-related activities;
 - description along with photos of events held to promote ACI and its benefits;
 - the number of residents that were contacted about ACI during the reporting period;
 - screen shots of social media outreach efforts;
 - description of potential groups that can be formed based on similar interests;
 - Promote the potential for various groups through social media, etc.; and
 - A printout of the report from the neighborhood database showing the number of residents who have provided their information on their skills and interests
 - Fliers, photos, etc. that reflect neighborhood projects and group meetings (following all CDC guidelines during the COVID-19 pandemic) that occurred during the reporting period.

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 CONNECTOR and submission to the COUNTY on a periodby-period basis. Compensation for those tasks and "deliverables" shall be in accordance with the following Schedule of Payments:

PERIOD 1

Completion Time: <u>April 12, 2021</u> Compensation for Period 1: \$ <u>2,500.00</u>

PERIOD 2

Completion Time: <u>July 12, 2021</u> Compensation for Period 2: <u>\$2,500.00</u>

PERIOD3

Completion Time: <u>October 11, 2021</u> Compensation for Period 3: <u>\$2,500.00</u>

PERIOD4

Completion Time: January 10, 2022 Compensation for Period 4: <u>\$2,500.00</u>

* "Deliverables" shall be defined as Neighborhood Connector reports, along with documentation, and other related deliverables as applicable provided within Exhibit "A".

EXHIBIT "C"

REPORT FORM FOR NEIGHBORHOOD CONNECTOR

Date: _____ Name: CCRT Area: Report Period: 1. Number of hours spent on ACI-related activities during this period: 2. Description and photos of events held to promote ACI and its benefits: 3. Number of residents contacted about ACI during the reporting period: 4. Screen shots of social media outreach efforts. Attach as PDF's.

5. Description of potential groups that can be formed based on similar interests.

6. Printout of the report from the neighborhood database showing the number of residents who have provided their information on their skills and interests. Attach as a PDF.

7. Fliers, photos, etc. that reflect neighborhood projects and group meetings (following DCD guidelines during COVID-19 pandemic) that occurred during the reporting period. Attach as PDF's.

Office of Community Revitalization "Abundant Community Initiative (ACI) Program"

RISK MANAGEMENT INSURANCE VERIFICATION FORM

Please review the attached agenda item and contract, and indicate if the contract requires General Liability insurance and provide any additional comments as applicable.

NEIGHBORHOOD CONNECTOR: Bonnie Hodges Leech

SCOPE OF WORK OVERVIEW: The item before the Board is the execution of a new contract with Bonnie Hodges Leech, neighborhood resident, to continue the implementation of the Abundant Community Initiative Program in the San Castle CCRT area. The work will entail: guiding the community organizing work; identifying, enlisting and mobilizing a significant number of residents; facilitating and encouraging the conversation process throughout the entire neighborhood; and compile information from the Skills and Interests forms on behalf of the neighborhood and its leadership; and facilitating the formation of associations and groups within the neighborhood.

The Neighborhood Connector will not be a County employee, and will report to the community leadership group and the OCR staff.

Contract Amount: \$10,000

APPROVAL STATUS:

<u>Risk Management agrees/does not agree to waive the "insurance requirement" for</u> <u>Bonnie Hodges Leech</u>

INSURANCE NEEDED: YES 🗌 NO 🗹

COMMENTS: ____

freight

SIGNATURE OF REVIEWER

Jacqueline Binns

PRINT NAME

Property & Casualty Insurance Manager

TITLE OF REVIEWER

11-30-2020 **DATE**