

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 23, 2024 Consent Regular
 Ordinance Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Accept** on behalf of the Palm Beach County Sheriff's Office, an Agreement between Palm Beach County's Office of Community Revitalization (PBCOCR) and the Palm Beach County Sheriff's Office in the amount of \$10,997, for the period of November 7, 2023 through November 6, 2024 for a neighborhood outreach project previously approved by the Board of County Commissioners on 11/07/23; **B) Approve** a budget transfer in the amount of \$10,997 from CCRT Special Projects & Initiatives Fund to the Sheriff's Grants Fund; and **C) Approve** a budget amendment in the amount of \$10,997 in the Sheriff's Grant Fund.

Summary: On November 7, 2023, the Board of County Commissioners (BCC) approved a Neighborhood Engagement and Transformation (NEAT) grant agreement with the Palm Beach County Sheriff's Office (PBSO) in the amount of \$10,997 for the period of November 7, 2023 through November 6, 2024 (R-2023-1647). The NEAT grant will support PBSO's Community Policing Unit implement a Neighborhood Outreach Project within Countywide Community Revitalization Team (CCRT) neighborhoods, through the purchase of items and equipment for community events, community clean-ups and community gatherings. **There is no cash match associated with this award.** There is no contract number associated with this grant and no CFDA #. Countywide (RS)

Background and Justification: The NEAT Grants Program was established by the Board of County Commissioners (BCC) on March 13, 2018 to provide funding for eligible neighborhood improvement projects and initiatives proposed in neighborhoods located within unincorporated Palm Beach County and the Lake Region municipalities, with funding priority given to Countywide Community Revitalization Team (CCRT) neighborhoods. The Neighborhood Engagement and Transformation (NEAT) Grants Program provides funding to neighborhood based groups and/or organizations for projects that improve the quality of life in their communities. By offering financial assistance, training and technical support, the NEAT Grants Program enables residents to develop small collaborative grassroots community projects, and see their ideas through to completion.

Attachments:

- 1. R-2023-1647 NEAT Grant Agreement
- 2. Budget Amendment
- 3. Budget Transfer

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RECOMMENDED BY: _____ DATE 12/20/23
DEPARTMENT DIRECTOR

APPROVED BY: _____ DATE _____
COUNTY ADMINISTRATOR

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	0				
Operating Costs	\$10,997				

External Revenues
 Program Income
 (County)
 In-Kind Match (County)

Net Fiscal Impact \$10,997

Additional FTE
 Positions
 (Cumulative)

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2463 Object 8298

Reporting Category

Does this item include the use of federal funds: Yes _____ No X

Does this item include the use of state funds: Yes _____ No X

B. Recommended Sources of Funds / Summary of Fiscal Impact:

The NEAT Grant Program is funded by the Palm Beach County Office of Community Revitalization (OCR). **There is no match associated with this award.**

FY24 NEAT Grant Program	\$10,997
Total Program Budget	\$10,997

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p><u><i>Lisa Menta</i></u> 1/8/2024 MG 1/5 OFMB JA 12/27</p>	<p><u><i>Barry M. Amici</i></u> 1/10/24 Contract Administration</p>
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B. Legal Sufficiency:

[Signature] 1/12/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

R2023 1647

NOV 07 2023

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND PALM BEACH COUNTY SHERIFF'S OFFICE
FOR THE**

NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT

THIS AGREEMENT is made and entered into on the 7th day of November, 2023 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Palm Beach County Sheriff's Office, a Constitutional Office of the State of Florida, hereinafter referred to as "AWARDEE".

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

WHEREAS, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, AWARDEE submitted grant applications for the Neighborhood Engagement and Transformation Grant, not to exceed Ten Thousand Nine Hundred and Ninety Seven dollars (\$10,997) for a neighborhood outreach project. The overall project entails: 1) the purchase of items to help the PBSO Community Policing Unit with many community initiatives within Countywide Community Revitalization Team (CCRT) neighborhoods (\$4,671); and 2) the purchase of equipment to assist the Community Policing (CP) sites/CCRT communities throughout the year with their community events such as festivals, community clean ups, barbecues, food pickup/deliveries, and community gatherings (\$6,326). This project includes the replacement of a landscape trailer no longer in service that was utilized in CP sites/CCRT communities. The overall project is hereinafter referred to as the "Neighborhood Outreach Project" or the "Project"; and

WHEREAS, COUNTY has selected AWARDEE'S Neighborhood Outreach Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed \$10,997 to help offset expenses toward AWARDEE'S implementation of its Neighborhood Outreach Project; and

WHEREAS, implementation of AWARDEE'S Neighborhood Outreach Project, serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the

parties hereby agree to the following terms and conditions:

ARTICLE 1 – INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 – SERVICES

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit “A,” attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

ARTICLE 3 – SCHEDULE

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

AWARDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project within eleven (11) months of execution of this Agreement by the parties hereto.

ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Outreach Project, as set forth more specifically in Exhibit “A.”
- B. AWARDDEE hereby authorizes COUNTY to make payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE’s satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed TEN THOUSAND NINE HUNDRED AND NINETY SEVEN DOLLARS (\$10,997.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY'S tax exemption number in securing such materials. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in

writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.

- C. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:
1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;
 2. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B," which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number, invoice date, and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.
 3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY in its sole discretion, shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

ARTICLE 5 – COUNTY'S RIGHT TO INSPECT

COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

ARTICLE 6 - AVAILABILITY OF FUNDS

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

ARTICLE 7 - OPERATION AND MAINTENANCE RESPONSIBILITIES

AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

ARTICLE 8 - TERMINATION

The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the COUNTY may provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any COUNTY funds already collected by AWARDEE under this Agreement for the Project.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for above.

ARTICLE 9 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AWARDEE is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement shall at all times, and in all places, be subject to the AWARDEE'S sole direction, supervision, and control. The AWARDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDEE'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 AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

ARTICLE 10 - INDEMNIFICATION

AWARDEE 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 Agreement or due to the acts or omissions of AWARDDEE.

ARTICLE 11 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement 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 Agreement 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 Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDDEE.

ARTICLE 12 – RELEASES AND HOLD HARMLESS AGREEMENTS

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

ARTICLE 13 - ACCESS AND AUDITS

The AWARDDEE 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 Agreement. 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 AWARDDEE'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 AWARDDEE, 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 14 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDDEE warrants and represents that throughout the term of the Agreement, 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, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDDEE retaliate against any person for reporting instances of such discrimination. The AWARDDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or

for the benefit of, and creates no obligation to, any third party AWARDDEE shall include this language in its subcontracts.

ARTICLE 15 - PUBLIC ENTITY CRIMES

As provided in sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 16 - 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 AWARDDEE of the COUNTY'S notification of a contemplated change, the AWARDDEE 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 AWARDDEE'S ability to meet the completion dates or schedules of this Agreement.

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

ARTICLE 17 - NOTICE

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

If sent to COUNTY:
Palm Beach County Office of Community Revitalization
Houston L. Tate, OCR Director
2300 North Jog Road
West Palm Beach, Florida 33411

If sent to AWARDEE:
Ric L. Bradshaw, Sheriff
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 18 - REGULATIONS; LICENSING REQUIREMENTS

AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

ARTICLE 20 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liason, on behalf of the COUNTY's Custodian, 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, Florida Statutes, or as otherwise provided by

law. The AWARDDEE 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 this Agreement term and following completion of Agreement, if the AWARDDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDDEE keeps and maintains public records upon completion of Agreement, the AWARDDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

IF THE AWARDDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AWARDEE agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 – COUNTERPARTS

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

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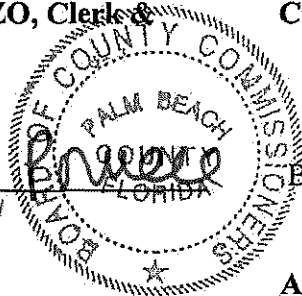
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

R2023 1647 NOV 07 2023

ATTEST:
JOSEPH ABRUZZO, Clerk &
Comptroller

PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS

By: *Joseph Abruzzo*
Deputy Clerk



By: *Gregg K. Weiss*
Gregg K. Weiss, Mayor

WITNESSES:

AWARDEE
(Palm Beach County Sheriff's Office)

Annette Marvín
Witness Signature

By: *Ric L. Bradshaw*
Ric L. Bradshaw, Sheriff (Signature)

Annette Marvín
Name (type or print)

Ric L. Bradshaw, Sheriff
(Name)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Houston L. Tate*
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

**Palm Beach County
Office of Community Revitalization
Neighborhood Engagement and Transformation (NEAT) Grants Program**

SCOPE OF WORK

Applicant Name:

Palm Beach County Sheriff's Office

Project Category:

Neighborhood Outreach

Area Location:

Various CCRT Areas

Project Description: The overall project entails: 1) the purchase of items to help the PBSO Community Policing Unit with many community initiatives within CCRT neighborhoods (\$4,671); and 2) the purchase of equipment to assist the Community Policing (CP) sites/CCRT communities throughout the year with their community events such as festivals, community clean ups, barbecues, food pickup/deliveries, and community gatherings (\$6,326). This project includes the replacement of a trailer no longer in service that was utilized in the communities.

Items requested:

Project 1: Binoculars, vehicle jump starters, trauma kits, and traffic pop-up cones.

Project 2: 6x12 landscape trailer, jobsite fans, bbq grills, a power washer, battery powered fans, batteries, a 4 port battery fast charger, a portable generator, 4 pack ratchet straps, garden hoses, and push brooms.

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$10,997



EXHIBIT "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
CONTRACT PAYMENT REQUEST FORM**

DATE: _____ CONTRACT NUMBER: _____

ORGANIZATION NAME: _____

PROJECT COORDINATOR: _____

ADDRESS: _____

REQUESTED ITEMS: _____

VENDOR REGISTRATION # _____ AMOUNT BEING REQUESTED: \$ _____

RECIPIENT OF DISBURSED FUNDS:

NAME: _____

ADDRESS: _____

TELEPHONE #: _____

VENDOR REGISTRATION # _____

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)

ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)

EMAIL TO: CMATHEWS@PBCGOV.ORG OR DELIVER / MAIL TO:

CHRYSTAL MATHEWS, SENIOR PLANNER
OFFICE OF COMMUNITY REVITALIZATION
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this _____ day of _____, 2023, by Palm Beach County Sheriff's Office ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to Palm Beach County Sheriff's Office for a neighborhood outreach project. The overall project entails: **1)** the purchase of items to help the PBSO Community Policing Unit with many community initiatives within CCRT neighborhoods (\$4,671); and **2)** the purchase of equipment to assist the Community Policing (CP) sites/CCRT communities throughout the year with their community events such as festivals, community clean ups, barbecues, food pickup/deliveries, and community gatherings (\$6,326). This project includes the replacement of a trailer no longer in service that was utilized in the communities. The overall project is hereinafter referred to as the "Neighborhood Outreach Project" or the "Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Awardee shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Palm Beach County Sheriff's Office

Name: Ric L. Bradshaw, Sheriff

Signature: _____

Date: 9/20/23

EXHIBIT "C-2"

VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this _____ day of _____ (month), _____ (year), by _____ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the _____ ("project name") project presented by _____ ("awardee name") to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: _____ Date: _____

Signature: _____

If under age 18:
Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
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: PALM BEACH COUNTY SHERIFF'S OFFICE

PROJECT DESCRIPTION:

The overall project entails: 1) the purchase of items to help the PBSO Community Policing Unit with many community initiatives within CCRT neighborhoods (\$4,671); and 2) the purchase of equipment to assist the CP Sites/CCRT communities throughout the year with their community events such as festivals, community clean ups, bbqs, food pickup/deliveries, and community gatherings (\$6,326). This project includes the replacement of a trailer no longer in service that was utilized in the communities.

County Funds Requested: \$10,997

APPROVAL STATUS:

Risk Management agrees/~~does not agree~~ to waive the "insurance requirement" for Palm Beach County Sheriff's Office a Constitutional Office of the State of Florida.

INSURANCE NEEDED: YES NO

COMMENTS: PBSO + PBC have sovereign immunity

Elizabeth Plaska
SIGNATURE OF REVIEWER

Property Casualty Ins + Claims Mgr
TITLE OF REVIEWER

ELIZABETH PLASKA
PRINT NAME

9/13/2023
DATE

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

MGM/MS 7-0
R-2023-1640

AGENDA ITEM SUMMARY

Meeting Date: November 7, 2023

Consent
 Workshop

Regular
 Public Hearing

thru

R-2023-1650

Department: County Administration
Submitted By: County Administration
Submitted For: Office of Community Revitalization

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve the following agreements (FY 2024 NEAT Grant Agreements) to implement various community improvement projects and initiatives through the Office of Community Revitalization's (OCR) Neighborhood Engagement and Transformation (NEAT) Grants Program for a total of \$150,000:

1. an Agreement with Caleb Ephraim Project, Inc. in an amount not-to-exceed \$5,000 for a landscaping project in the Cam Estates Countywide Community Revitalization Team (CCRT) area;
2. an Agreement with Community Faith Outreach Ministries, Incorporated in an amount not-to-exceed \$15,000 for a garden expansion project (\$10,000) and a gardening outreach project (\$5,000) in the Lantana Homes CCRT area;
3. an Agreement with Lake Worth West Resident Planning Group, Inc. d/b/a Family Impact Palm Beach County in an amount not-to-exceed \$10,000 for a beautification project in the Lake Worth West CCRT area;
4. an Agreement with Country Club Acres Association Inc in an amount not-to-exceed \$20,000 for a playground installation project (\$10,000); a median landscaping project (\$5,000); and barrier landscaping project (\$5,000) in the County Club Acres CCRT area;
5. an Agreement with the City of Pahokee in an amount not-to-exceed \$30,000 for a bench installation project (\$10,000); a trash receptacle project (\$10,000); and a basketball and fitness equipment project (\$10,000);
6. an Agreement with the City of South Bay in an amount not-to-exceed \$10,000 for a community cleanup and landscaping project;
7. an Agreement with The Glades Initiative, Inc. in an amount not-to-exceed \$19,003 for an emergency preparedness project (\$10,000) and a shelter project (\$9,003) in the City Belle Glade;
8. an Agreement with Palm Beach County Sheriff's Office in an amount not-to-exceed \$10,997 for a community service equipment project (\$4,671) and a community engagement project (\$6,326) in various CCRT neighborhoods;
9. an Agreement with Restoration Bridge International, Inc. in an amount not-to-exceed \$10,000 for a food distribution equipment project in various CCRT areas and the Glades region;
10. an Agreement with Paint Your Heart Out Palm Beach County, Inc. in an amount not-to-exceed \$10,000 for a painting project in various CCRT neighborhoods;
11. an Agreement with Rebuilding Together of the Palm Beaches, Inc. in an amount not-to-exceed \$10,000 for critical home repairs for low-income homeowners in various CCRT neighborhoods; and

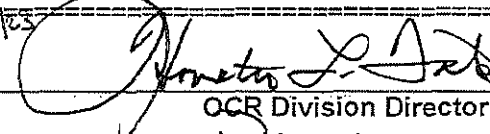
B) delegate authority to the County Administrator or designee to approve minor changes to the scope of work of the FY 2024 NEAT Grant Agreements that do not increase the awarded grant funding or change the scope of work or the overall intent of the program;


Summary: The NEAT Grants Program was established by the Board of County Commissioners (BCC) on March 13, 2018, and amended on December 6, 2022 to clarify the program guidelines and eligibility requirements, focus County funding on areas that are under OCR's purview, and to allow for critical neighborhood improvements. The program provides funding to neighborhood-based groups and/or organizations for projects that improve the quality of life in their communities. This agenda item includes eleven (11) Agreements for the recommended eighteen (18) projects for this year's cycle. The projects will be completed in FY 2024 and include a variety of activities. Project summaries are provided under Attachment "1". Staff is requesting BCC approval of the agreements and related funding, as well as the delegation of authority to the County Administrator or designee to approve minor changes to the scope of work. Countywide (RS)

Background and Justification: See Page 3.

Attachments:

1. Neighborhood Engagement and Transformation (NEAT) Grants Program – Recommended Projects For Funding
2. Grant Agreements

Recommended by  10/2/2023
 OCR Division Director Date

Approved By:  10/18/23
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$150,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$150,000				
#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 Account No.:

Fund Agency Unit Object
 1401 610 6206 8201 \$150,000

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funds to cover the contract expense are budgeted under the NEAT FY2024 within the OCR Special Project Initiative Fund.

C. Departmental Fiscal Review: Dehoney

III. REVIEW COMMENTS

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

Lisa Martin 10/10/23
 OFMB 9A 10/4 MG10/6

Angie J. Jankov 10/17/23
 Contract Dev. and Control
 7/10/17/23

B. Legal Sufficiency:

[Signature] 10/19/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

(Continued from Page 1)

Background and Justification: By offering financial assistance, training, and technical support, the NEAT Grants Program enables residents to develop small collaborative grassroots community projects, and see their ideas through to completion. NEAT Grants are currently available for projects located within unincorporated Palm Beach County, CCRT areas, and the Glades region, including the municipalities of Belle Glade, South Bay, and Pahokee. The NEAT Grants Program provides reimbursable grants of up to \$10,000 per project to individuals, neighborhood-based groups and/or organizations for eligible projects and initiatives that promote neighborhood improvement, community identity, and community outreach and capacity building; help reenergize existing organizations and/or create new ones; and develop safe and healthy neighborhoods.

In July of this year, the NEAT Agency Review Committee comprised of representatives from the Planning, Zoning and Building Department, Engineering, Land Development, Purchasing, Parks and Recreation, Emergency Management, the Palm Beach County Sheriff's Office, and Risk Management was formed to review and recommend projects for funding. The NEAT Agency Review Committee evaluated and recommended for funding eighteen (18) of the twenty three (23) projects submitted for the NEAT FY2024 funding cycle in an amount totaling \$150,000. Applications submitted from the same organization were consolidated into one agreement. The projects will be completed in FY 2024 and consist of various activities within the nine (9) eligible categories listed below:

1. Neighborhood Beautification: Cleanup projects, landscape/aesthetic improvement projects, community gardens/benches, exterior painting on clusters of homes.
2. Neighborhood Identification Projects: Community banners, unified address plaques, and uniformed address numbers, and uniformed mailboxes.
3. Neighborhood Organizing and Sustainability: Projects promoting neighborhood unification, obtaining 501(c) (3) designation (incorporated groups only), newsletters, and community organizing events related to neighborhood revitalization.
4. Neighborhood Outreach and Capacity Building: Community bulletin boards, yard signs, newsletters, neighborhood-based events, and celebrations.
5. Public Safety and Crime Prevention: Crime watch projects and crime prevention events.
6. Community Gardens: Community Gardens, butterfly gardens, and community cookbooks.
7. Neighborhood Green Projects: Community tool exchange library, recycling events for electronics, appliances, etc., lake and canal improvements.
8. Emergency Preparedness: Creation of a neighborhood directory and neighborhood preparedness tool kits.
9. Other: Little Free Libraries, minor playground improvements, benches, gazebos, pavilions, infrastructure, resiliency, and other neighborhood improvement projects.

Delegation of authority to the County Administrator or designee for approval of minor changes to scopes of work that don't exceed the awarded grant funding or change the overall intent of the grant will allow grantees to make minor adjustments to the projects' scope of work, if needed, without the need of BCC approval. OCR staff is recommending BCC approval of the agreements and delegation of authority.

**FY2023 NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
RECOMMENDED PROJECTS FOR FUNDING**

#	District	Applicant	Project	Recommended Funding
1	1	Caleb Ephraim Project, Inc.	Landscaping Project-The project entails the procurement of services to remove weed overgrowth in the main entry plant beds of the east and west facing entry walls of the Cam Estates Countywide Community Revitalization area. The project also entails the installation of xeriscape, drought-tolerant plants, hardscape, and weed barriers.	\$5,000.00
2	1	Community Faith Outreach Ministries, Inc.	Community Garden Expansion and Outreach Projects- The overall project entails: 1) the purchase of garden supplies to expand the community garden with more raised plant beds and installation of perimeter fencing; (\$10,000); and 2) the purchase of garden supplies to increase children and family participation in growing food in the Lantana Homes CCRT area(\$5,000).	\$15,000.00
		Lake Worth West Resident Planning Group, Inc. d/b/a Family Impact Palm Beach County	Beautification Project-The project entails the procurement of professional pressure cleaning and painting services to clean and paint the Lake Worth West portable, sheds exterior of building, and sidewalks. The project also entails the purchase of picnic tables, umbrellas, wooden benches, and landscaping.	\$10,000.00
3	5	Country Club Acres Association, Inc.	Beautification Projects- The overall project entails: 1) the purchase and installation of new playground equipment to replace existing equipment (\$10,000); 2) the purchase and installation of xeriscape to the entrance median of the neighborhood (\$5,000); and 3) the purchase and installation of new areca palms that have been destroyed/damaged along Military Trail. As well as, the removal of weeds and installation of weed mats to prevent future weed growth (\$5,000).	\$20,000.00
4	6	City of Pahokee	Beautification Projects-The overall project entails: 1) the purchase and installation of trash receptacles to be installed throughout the City of Pahokee (\$10,000); 2) the purchase and installation of benches (\$10,000); and 3) the procurement of services and items to repair MLK park's basketball courts and walking trail and perform other park improvements (\$10,000)	\$30,000.00
5	6	City of South Bay	Beautification Project-The project entails the purchase of items to facilitate neighborhood beautification projects, community cleanups and landscaping improvements within the City.	\$10,000.00
6	6	The Glades Initiative, Inc.	Neighborhood Outreach Project-The overall project entails: 1) the purchase of a generator to power a refrigeration unit during an outage and items to make emergency preparation kits to distribute to residents in the Glades (\$10,000); and 2) the purchase of a shelter i.e. Tiki hut, tent or pavilion to protect residents from the weather during food distribution gatherings in the City of Belle Glade (\$9,003).	\$19,003.00
7	6	Palm Beach County Sheriff's Office	Neighborhood Outreach Project-The overall project entails: 1) the purchase of items to help the PBSO Community Policing (CP) Unit with many community initiatives within CCRT neighborhoods (\$4,671); and 2) the purchase of equipment to assist the CP Sites/CCRT communities throughout the year with their community events such as festivals, community clean ups, barbeques, food pickup/deliveries, and community gatherings (\$6,326). This project includes the replacement of a trailer no longer in service that was utilized various CCRT communities.	\$10,997.00
8	All	Restoration Bridge International, Inc.	Food Distribution Equipment Project-The project entails the purchase of items to support monthly food distribution efforts to food insecure households in CCRT areas and the Glades.	\$10,000.00
9	All	Paint Your Heart Out Palm Beach County, Inc.	Painting Project - The project entails the procurement of professional pressure cleaning services and the purchase of painting supplies to paint the exterior of qualified homes in CCRT areas.	\$10,000.00
10	All	Rebuilding Together of the Palm Beaches, Inc.	Neighborhood Improvement Project - The project entails purchasing items to make critical home repairs for low-income homeowners in CCRT neighborhoods.	\$10,000.00
			TOTALS	\$150,000.00

24-0306

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BBEX: 122823*1068
BBRV: 122823*204

FUND 1152 - Sheriff's Grants Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
FY2024 NEAT Grant 160-2463-8298	Tr Fr OCR Special Projects & Initiatives Fd 1401	0	0	10,997	0	10,997		
TOTAL REVENUES		11,523,997	\$14,654,978	\$10,997	\$0	14,665,975		
Expenditures								
FY2024 NEAT Grant 160-2463-9498	Transfer to Sheriff's Fund 1902	0	0	10,997	0	10,997		
TOTAL EXPENDITURES		11,523,997	\$14,654,978	\$10,997	\$0	14,665,975		

Palm Beach County Sheriff's Office

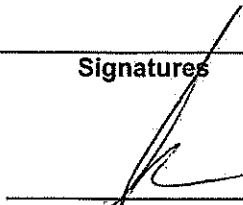
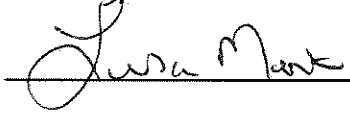
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 12/20/23
 1/3/2024

By Board of County Commissioners
At Meeting of January 23, 2024

Deputy Clerk to the
Board of County Commissioners

24-0305

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET TRANSFER

FUND 1401 OCR SPECIAL PROJECTS AND INITIATIVES FUND

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/12/2023	REMAINING BALANCE
<u>EXPENDITURES</u>								
1401-610-6206-8201	Contributions - Non - Govt Agencies	151,500	151,500	0	10,997	140,503	0	140,503
1401-820-6206-9020	Tr to Sheriff Fd 1152	0	0	10,997	0	10,997	0	10,997
Total Receipts and Balances		1,737,651	1,907,651	10,997	10,997	1,907,651		

Signatures & Dates

By Board of County Commissioners
 At Meeting of 01/23/2024

Office of Community Revitalization

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

[Signature]
[Signature]

1/8/2024

Deputy Clerk to the

Board of County Commissioners