

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **October 20, 2020** 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 and the Palm Beach County Sheriff's Office in the amount of \$19,500, for the period of August 25, 2020 through August 24 2021 for a multipurpose trailer project (\$9,500) and a community equipment project (\$10,000) previously approved by the Board on 08/25/2020; **B) Approve** a budget transfer in the amount of \$19,500 from CCRT Special Projects & Initiatives Fund to the Sheriff's Grants Fund; and **C) Approve** a budget amendment in the amount of \$19,500 in the Sheriff's Grant Fund to recognize the transfer and appropriate it to the project/program.

Summary: On August 25, 2020, the Board of County Commissioners approved an agreement with the Palm Beach County Sheriff's Office (PBSO) for a Neighborhood Engagement and Transformation (NEAT) grant in the amount of \$19,500 for the period of August 25, 2020 through August 24, 2021 (R-2020-0948). The NEAT grant will fund the purchase of a Trailer to be used for multi-purpose events throughout Community Policing sites and personal and community safety equipment for community events, community clean-ups and emergency preparedness throughout CCRT neighborhoods. There is no cash match associated with this award. Countywide (LDC)

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. There is not contract number associated with this grant and no CFDA #.

- Attachments:**
1. NEAT Agreement
 2. Budget Transfer
 3. Budget Amendment
 4. R-2020-0948

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RECOMMENDED BY:  DATE: 9/28/2020
DEPARTMENT DIRECTOR DATE

APPROVED BY:  DATE: 10/15/2020
COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$19,500				
Operating Costs	\$0				
External Revenues	(\$19,500)				
Program Income (County)	\$0				
In-Kind Match (County)	\$0				
Net Fiscal Impact	\$0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2385 Object _____

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

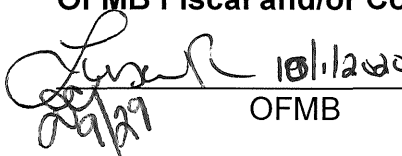
B. Recommended Sources of Funds / Summary of Fiscal Impact:

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

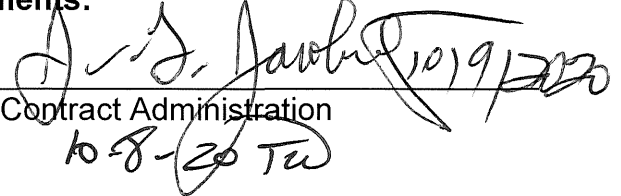
FY21 NEAT Grant Program	\$19,500
Total Program Budget	\$19,500

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

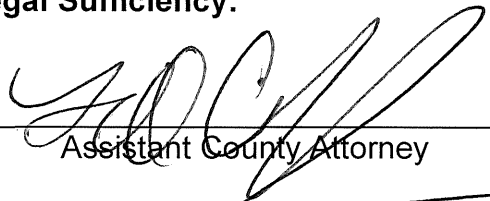


OFMB BR 1011



Contract Administration
10-8-20 TW

B. Legal Sufficiency:



Assistant County Attorney

C. Other Department Review:

Department Director

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

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R2020 0948

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE
PALM BEACH COUNTY SHERIFF'S OFFICE
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

THIS AGREEMENT is made and entered into on the ____ day of **AUG 25 2020** 20__, 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 a grant application for the Neighborhood Engagement and Transformation Grant, which consists of : 1) the purchase of an air conditioned, enclosed trailer with a generator that will be used for multi-purpose events in community policing sites that are located in CCRT neighborhoods (\$10,000); and 2) the purchase of personal and community safety equipment for community events, community clean-ups, and emergency preparedness as well as recovery efforts throughout CCRT neighborhoods (\$9,500), 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 \$19,500 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 fund an amount not to exceed \$19,500 to AWARDDEE for reimbursement of costs related to the Neighborhood Outreach Project, as set forth more specifically in Exhibit "A".
- B. AWARDDEE hereby authorizes COUNTY to make reimbursement 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 and/or Registered County vendors 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 \$19,500 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; and
 - 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.

- 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".

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. AWARDDEE 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 AWARDDEE is in default of its obligations under this Agreement, the COUNTY may provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE 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 thirty (30) 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 AWARDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

ARTICLE 10 - INSURANCE

- A. If applicable, AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis. Exhibit D to this agreement satisfies the AWARDEE'S obligations under Article 10, evidencing AWARDEE'S self-insurance in lieu of this insurance requirement.
- B. AWARDEE shall require each contractor, vendor or subcontractor hired by AWARDEE for work associated with this Agreement to maintain:
 - 1. Workers’ Compensation coverage in accordance with Florida Statutes, and
 - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. Prior to execution of this Agreement, AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage to, OCR Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

ARTICLE 11 - 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 AWARDEE.

ARTICLE 12 - 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 AWARDEE.

ARTICLE 13 – VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT

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

ARTICLE 14 - ACCESS AND AUDITS

The AWARDEE 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 AWARDEE'S place of business.

ARTICLE 15 - 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 2017-1770, 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 16 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, 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 F.S. 287.133(3)(a).

ARTICLE 17 - 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 18 - 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 AWARDDEE:

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

ARTICLE 19 - 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 AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

ARTICLE 20 – 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 four (4) 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 AWARDDEE's place of business.

ARTICLE 21 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the AWARDDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes**, the AWARDDEE shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDDEE 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/liaison, 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 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 AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'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 22 - 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 23 - 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 24 – 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.

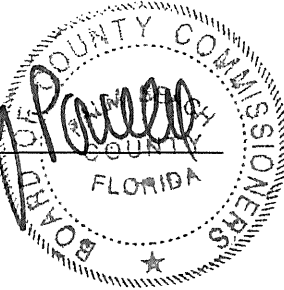
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

R2020 0948
AUG 25 2020

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS

By: *Sharon Bock*
Deputy Clerk



By: *David Kerner*
David Kerner, Mayor

WITNESSES:

AWARDEE
(Palm Beach County Sheriff Office)

Annette Marvin
Witness Signature

By: Ric L. Bradshaw
Ric L. Bradshaw, Sheriff (printed name)

Annette Marvin
Name (type or print)

Ric L. Bradshaw
Ric L. Bradshaw, Sheriff (Signature)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

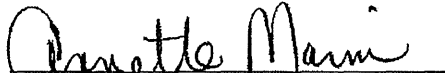
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk


By: _____
David Kerner, Mayor


WITNESSES:

AWARDEE
(Palm Beach County Sheriff Office)


Witness Signature

By: Ric L. Bradshaw
Ric L. Bradshaw, Sheriff (printed name)


Name (type or print)


Ric L. Bradshaw, Sheriff (Signature)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Helene C. Hvizd
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

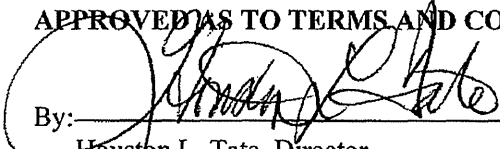

By: _____
Houston L. Tate, Director
Office of Community Revitalization



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 Project

Area Location:

Various CCRT Areas

Projects Description: The projects entail: 1) the purchase of an air conditioned, enclosed trailer with a generator that will be used for multi-purpose events in community policing sites that are located in CCRT neighborhoods (\$10,000); and 2) the purchase of personal and community safety equipment for community events, community clean-ups, and emergency preparedness as well as recovery efforts throughout CCRT neighborhoods (\$9,500).

Items to be purchased: a Rock Solid Cargo 8.5x16 enclosed trailer, a bounce house blower, power tools and accessories, surge protectors, extension cords, safety triage knives, flashlights, a monocular, response jackets, a tri-pod job site light, and a traffic safety cones kit.

***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:

\$19,500



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 # _____

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

ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)

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

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

FOR FINANCIAL INFORMATION REGARDING YOUR NEAT GRANT PROJECT, PLEASE CALL HARRIETTA
HICKMAN AT 233-5032.

EXHIBIT "C"

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, _____, by _____ ("Volunteer") 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 presented by _____ 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: _____

EXHIBIT "C"

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ___ day of _____, 2020, 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 which consists of 1) the purchase of an air conditioned, enclosed trailer with a generator that will be used for multi-purpose events in community policing sites that are located in CCRT neighborhoods (\$10,000); and 2) the purchase of personal and community safety equipment for community events, community clean-ups, and emergency preparedness as well as recovery efforts throughout CCRT neighborhoods (\$9,500), hereinafter referred to as the "Neighborhood Outreach 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: 7/9/2020

**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 projects entail: 1) the purchase of an air conditioned, enclosed trailer with a generator that will be used for multi-purpose events in community policing sites that are located in CCRT neighborhoods (\$10,000); and 2) the purchase of personal and community safety equipment for community events, community clean-ups, and emergency preparedness as well as recovery efforts throughout CCRT neighborhoods (\$9,500).

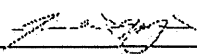
County funds requested: \$ 19,500

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: _____



SIGNATURE OF REVIEWER

Jacqueline Binns

PRINT NAME

Palm Beach County Sheriff and Chief Manager

TITLE OF REVIEWER

6/30/2020

DATE



The Palm Beach County Sheriff's Office is currently self-insured for Automobile, Workers' Compensation, General and Professional Liability pursuant to Chapter 768, Florida State Statute. Please direct any concerns regarding general and professional liability to the Palm Beach County Sheriff's Legal Office.

Auto and Workers' Compensation matters should be forwarded to our third party administrator:

Workers' Compensation

USIS/Amerisys
P. O. Box 616648
Orlando, Florida 32861-6648
1-800-444-9098

Departmental Vehicles

Johns Eastern Company, Inc.
Nick Mullins, A.I.C. Mgr.
P. O. Box 110239
Lakewood Ranch, FL 34211
(800) 749-3044

All departmentally issued vehicles are covered under PBSO's auto third party administrator. All employees and volunteers are covered under our workers' compensation third party administrator, *provided* that the injury occurred under the employee/volunteer's scope of duties as defined by PBSO.

Catherine Adriance
Section Manager – Risk Management

21-0065

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Fund 1401 OCR Special Projects & Initiatives

BGEX-610-092320-2029

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 10/1/2020	REMAINING BALANCE
<u>REVENUES/EXPENDITURES</u>								
610-6203-8201	Contributions Non Govts	150,000	150,000	0	19,500	130,500		130,500
820-9100-9020	Tr To Sheriffs Fund 1152	0	0	19,500	0	19,500		19,500
Total Receipts and Balances		1,658,891	1,658,891	19,500	19,500	1,658,891		

Signatures & Dates

By Board of County Commissioners
At Meeting of 10/20/2020

Office of Financial Management & Budget
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

[Signature] 02/27/2020
[Signature] 10/1/2020

Deputy Clerk to the
Board of County Commissioners

21-0064

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

BLEx: 093020*2085
BLRV: 093020*623

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								
<u>FY 2021 NEAT Grant</u> 160-2385-8298	Tr Fr OCR Special Projects & Initiatives Fd 1401	0	0	19,500	0	0		
TOTAL REVENUES		9,042,900	\$12,083,408	\$19,500	\$0	12,102,908		
Expenditures								
<u>FY 2021 NEAT Grant</u> 160-2385-9498	Transfer to Sheriff's Fund 1902	0	0	19,500	0	0		
TOTAL EXPENDITURES		8,002,075	\$12,083,408	\$19,500	\$0	12,102,908		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

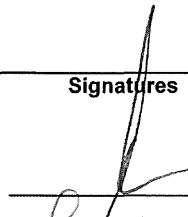
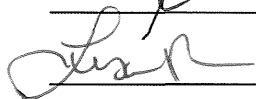
Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of October 20, 2020

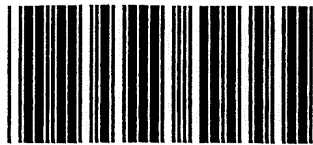



9/28/2020
10/1/2020

Deputy Clerk to the
Board of County Commissioners

R-2020-0948

Document Type



* P B C 0 8 *

R-number

Place Interim Doc
Label Here →



* P B C I N T O *

Place Restricted Doc
Label Here →



* P B C R D O *



PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 25, 2020 [X] Consent [] Regular [] Workshop [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve the following agreements (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 \$149,500:

- 1. an Agreement with Cabana Colony Residents League, Inc. in an amount not-to-exceed \$15,500 for an address plaque project (\$6,000); and an address yard sign project (\$9,500);e
2. an Agreement with Limestone Creek Advocates, Inc. in an amount not-to-exceed \$18,000 for a park enhancement project (\$8,000); and Life Safety and Emergency Preparedness project (\$10,000); e
3. an Agreement with Cannongate Property Owner's Association, Inc. in an amount not-to-exceed \$30,000 for a security enhancement project (\$10,000); a parking restriping project (\$10,000); and a bulletin board project (\$10,000);e
4. an Agreement with Community Faith Outreach Ministries, Inc. in an amount not-to-exceed \$10,000 to purchase items for a community garden expansion project;e
5. an Agreement with Country Club Acres Association Inc. in an amount not-to-exceed \$20,000 for a welcome wall and lighting project (\$10,000); and a lighting and landscaping project (\$10,000);e
6. an Agreement with Student ACES, Inc. in an amount not-to-exceed \$10,000 for a high impact security door project;e
7. an Agreement with The Arc of the Glades, Inc. in an amount not-to-exceed \$6,500 for a utility trailer project;e
8. an Agreement with Palm Beach County Sheriff's Office in an amount not-to-exceed \$19,500 for a multipurpose trailer project (\$9,500); and a community equipment project (\$10,000);e
9. an Agreement with Paint Your Heart Out Palm Beach County, Inc. in an amount not-to-exceed \$10,000 for a painting and beautification project; and e
10. an Agreement with Rebuilding Together of the Palm Beaches, Inc. in an amount not-to-exceed \$10,000 for a home repair project;e

B) delegate authority to the County Administrator or designee to approve minor changes to the scope of work of these Agreements that do not increase the awarded grant funding.

Summary: 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. A NEAT Agency Review Committee, comprised of representatives from the Planning, Zoning and Building Department, Engineering, Land Development, Purchasing, Parks and Recreation, Emergency Management, Public Affairs, the Palm Beach County Sheriff's Office, and Risk Management, was formed to review the applications and recommend projects for funding. The committee evaluated the 35 applications received and recommended 16 projects for funding in an amount totaling \$149,500. This agenda item includes 10 Agreements for the recommended 16 projects. The projects will be completed in FY 2021 and include a variety of activities. Staff is requesting BCC approval of the Agreements and related funding. Staff is also requesting that the BCC delegate authority to the County Administrator or designee to approve minor changes to the scope of work which do not increase the total amount of the awarded grant funding. Countywide (HH)

Background and Justification: See Page 3.

Attachments:

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

Recommended by [Signature] OCR Director Date 7/16/2020
Approved By: [Signature] Assistant County Administrator Date 7/29/20

(Continued from Page 1)

Background and Justification: 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. NEAT Grants are available for projects located within unincorporated Palm Beach County and the Lake Region municipalities of Belle Glade, South Bay and Pahokee. Priority funding will be given to projects that are proposed for designated CCRT areas. The NEAT Grants Program provides reimbursable grants of up to \$10,000 per project application to individuals, neighborhood-based groups and/or organizations for projects and initiatives that promote neighborhood improvement, beautification, community identity, community engagement, help reenergize existing organizations and/or create new ones, and develop safe and healthy neighborhoods.

In May of this year, the OCR and NEAT Agency Review Committee evaluated and recommended 16 of the 35 applications that were submitted for the NEAT FY 2021 funding cycle. Applications submitted from the same organization were consolidated into one agreement. Sixteen projects are recommended for funding in this agenda item, in an amount totaling \$149,500. The projects will be completed in FY 2021 and consist of various activities within the ten 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 & uniformed address numbers, uniformed mailboxes.
3. Festivals and Special Events: National Night Out, Cultural festivals, Community Day, Community Cares Day.
4. 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.
5. Neighborhood Outreach and Capacity Building: Community bulletin boards, yard signs, newsletters, neighborhood based events and celebrations.
6. Public Safety and Crime Prevention: Crime watch projects and crime prevention events.
7. Community Gardens: Community Gardens, butterfly gardens and community cookbooks.
8. Neighborhood Green Projects: Community tool library, recycling events for electronics, appliances, etc., lake and canal improvements.
9. Emergency Preparedness: Creation of a neighborhood directory and neighborhood preparedness tool kits.
10. Other: Little Free Libraries, minor playground improvements, benches, gazebos, pavilions.

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 will allow grantees to make minor adjustments to the projects' scope of work, if needed, without the need of BCC approval. BCC approval of the Agreements and delegation of authority are recommended.

FY2021 NEAT Grant Program Funding Recommendations

#	District	Applicant	Project	Recommended Funding Amount
1	1	Cabana Colony Residents League, Inc.	Address Plaque Project	\$6,000
2	1	Cabana Colony Residents League, Inc.	Address Yard Sign Project	\$9,500
3	1	Limestone Creek Advocates, Inc.	Park Enhancement Project	\$8,000
4	1	Limestone Creek Advocates, Inc.	Life Safety and Emergency Preparedness Project	\$10,000
5	2	Cannongate Property Owner's Association, Inc.	Security Enhancement Project	\$10,000
6	2	Cannongate Property Owner's Association, Inc.	Parking Re-Striping Project	\$10,000
7	2	Cannongate Property Owner's Association, Inc.	Bulletin Board Project	\$10,000
8	2	Community Faith Outreach Ministries, Inc.	Community Garden Expansion Project	\$10,000
9	5	Country Club Acres Association, Inc.	Welcome Wall and Lighting Project	\$10,000
10	5	Country Club Acres Association, Inc.	Lighting and Landscaping Project	\$10,000
11	6	Student Aces, Inc.	High Impact Security Door Project	\$10,000
12	6	The Arc of the Glades, Inc.	Feeding the Hungry Project	\$6,500
13	1,2&3	PBSO District 3 Community Policing Unit	Multipurpose Trailer Project	\$9,500
14	1,2&3	PBSO District 3 Community Policing Unit	Community Equipment Project	\$10,000
15	All	Paint Your Heart Out Palm Beach County, Inc.	Painting and Beautification Project	\$10,000
16	All	Rebuilding Together of the Palm Beaches, Inc.	Home Repair Project	\$10,000
Total				\$149,500