

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> |
|---|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | --- | --- | --- | --- | --- |
| Operating Costs | --- | --- | --- | --- | --- |
| External Revenues | --- | --- | --- | --- | --- |
| Program Income (County) | --- | --- | --- | --- | --- |
| In-Kind Match (County) | --- | --- | --- | --- | --- |
| NET FISCAL IMPACT | == | == | == | == | == |
| | | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | --- | --- | --- | --- | --- |

Is Item Included In Current Budget? Yes ___ No ___
 Budget Account No.: Fund 3900 Agency 366 Org. X005 Object 8201
 Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact: There is no fiscal impact associated with the time extension requested. Funding was established for each project and will remain available until the project is closed.

C. Departmental Fiscal Review: *Pat D'Agostino*

III. REVIEW COMMENTS

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

Elizabeth Blain 10/20/06 OFMB *10/23/06*
John J. Jacoby 10/23/06 Contract Dev. and Control

B. Legal Sufficiency:

Anne Helgert 10/23/06
 Assistant County Attorney

These Extension Agreements comply with our review requirements. At the time of our review, the Belle Glade Agreement was in transit.

C. Other Department Review:

 Department Director

At the time of legal review the Belle Glade Agreement was missing.

Extension Agreement

**NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM
EXTENSION AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of ___ 2006, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "COUNTY and the Palm Beach County Sheriff's Office hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 60-22-115024-53C.

WITNESSETH:

WHEREAS, the COUNTY and AWARDEE entered into an agreement on October 18, 2005 (R2005 1938) to complete a Neighborhood Partnership Grant Project (hereinafter referred to as "Grant Agreement"); and

WHEREAS, the Grant Agreement provided for AWARDEE to purchase equipment for community policing activities, clean-ups, and community events at Prince Drive (hereinafter referred to as the "Project"); and

WHEREAS, the Grant Agreement required AWARDEE complete the Project by October 17, 2006; and

WHEREAS, AWARDEE has been unable to complete the p Project within the specified time frame; and

WHEREAS, AWARDEE has requested COUNTY provide a six (6) month time extension to complete the Project; and

WHEREAS, COUNTY desires to provide an extension of the performance period provided for in the Grant Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. Section 6 of the Grant Agreement is hereby amended to state: "AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before April 17, 2007."

2. AWARDEE agrees that all other terms and conditions provided for in the Grant Agreement remain in full force and effect, including, but not limited to, the Scope of Work, reporting requirements, insurance requirements, as well as all warranties and representations.

(The remainder of this page left blank intentionally.)

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

Gena Powlamb

Witness

Gena Powlamb

(Printed name)

By: Col. Michael Gauger

Colonel Michael Gauger

(Printed name)

Dale Sissin

Witness

Dale Sissin

(Printed name)

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

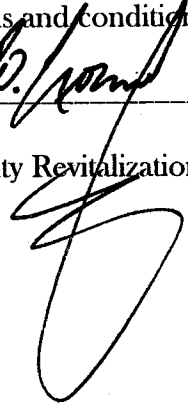
By: _____
Tony Masilotti, Chairman

Approved as to form and legal sufficiency

By: _____
Assistant County Attorney

Approved as to terms and conditions

By: Edward W. Lowery
Edward Lowery,
Office of Community Revitalization, Manager



**NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM
EXTENSION AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of ___ 2006, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "COUNTY and the Palm Beach County Sheriff's Office, hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 60-22-115024-53C.

W I T N E S S E T H:

WHEREAS, the COUNTY and AWARDEE entered into an agreement on October 18, 2005(R2005 1945) to complete a Neighborhood Partnership Grant Project (hereinafter referred to as "Grant Agreement"); and

WHEREAS, the Grant Agreement provided for AWARDEE to purchase audio and visual surveillance equipment to combat violent crime in Countywide Community Revitalization Team neighborhoods (hereinafter referred to as the "Project"); and

WHEREAS, the Grant Agreement required AWARDEE complete the Project by October 17, 2006; and

WHEREAS, AWARDEE has been unable to complete the project within the specified time frame; and

WHEREAS, AWARDEE has requested COUNTY provide a six (6) month time extension to complete the Project; and

WHEREAS, COUNTY desires to provide an extension of the performance period provided for in the Grant Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. Section 6 of the Grant Agreement is hereby amended to state: "AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before April 17, 2007."

2. AWARDEE agrees that all other terms and conditions provided for in the Grant Agreement remain in full force and effect, including, but not limited to, the Scope of Work, reporting requirements, insurance requirements, as well as all warranties and representations.

(The remainder of this page left blank intentionally.)

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

Gena Rowland

Witness

Gena Rowland

(Printed name)

By: Col. Michael E Gauger

Colonel Michael Gauger

(Printed name)

Dale Sisson

Witness

Dale Sisson

(Printed name)

ATTEST:

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

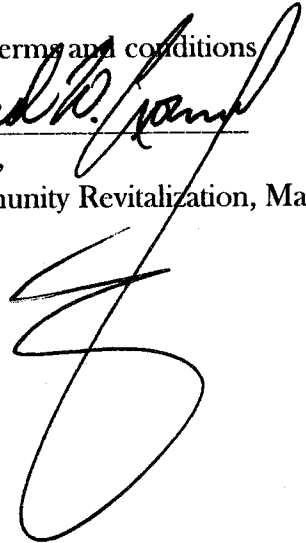
By: _____
Tony Masilotti, Chairman

Approved as to form and legal sufficiency

By: _____
Assistant County Attorney

Approved as to terms and conditions

By: Edward W. Lowery
Edward Lowery,
Office of Community Revitalization, Manager



**NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM
EXTENSION AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of ___ 2006, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as ACOUNTY and The Kenwood Estates Community Residents Group, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 20-3173937.

W I T N E S S E T H:

WHEREAS, the COUNTY and AWARDEE entered into an agreement on October 18, 2005(R2005 1941) to complete a Neighborhood Partnership Grant Project (hereinafter referred to as AGrant Agreement@); and

WHEREAS, the Grant Agreement provided for AWARDEE to purchase items for Community Outreach Events; and

WHEREAS, the Grant Agreement required AWARDEE complete the Project by October 17, 2006; and

WHEREAS, AWARDEE has been unable to complete the project within the specified time frame; and

WHEREAS, AWARDEE has requested COUNTY provide a six (6) month time extension to complete the Project; and

WHEREAS, COUNTY desires to provide an extension of the performance period provided for in the Grant Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. Section 7 of the Grant Agreement is hereby amended to state: "AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before April 17, 2007."

2. AWARDEE agrees that all other terms and conditions provided for in the Grant Agreement remain in full force and effect, including, but not limited to, the Scope of Work, reporting requirements, insurance requirements, as well as all warranties and representations.

(The remainder of this page left blank intentionally.)

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

Crystal Mathews
Witness
Crystal Mathews
(Printed name)

By: Renee E. Deese
Renee E Deese
(Printed name)

[Signature]
Witness
Frank D. Hayden
(Printed name)

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

Approved as to form and legal sufficiency

By: _____
Assistant County Attorney

Approved as to terms and conditions

By: [Signature]
Edward Lowery,
Office of Community Revitalization, Manager

[Signature]

**NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM
EXTENSION AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of ___ 2006, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as ACOUNTY", and Drexel House Resident Council, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 42-1619864.

W I T N E S S E T H:

WHEREAS, the COUNTY and AWARDEE entered into an agreement on October 18, 2005(R2005 1943) to complete a Neighborhood Partnership Grant Project (hereinafter referred to as AGrant Agreement@); and

WHEREAS, the Grant Agreement provided for AWARDEE to purchase and install a front entrance sign for Drexel Apartments and to purchase additional computers for the computer lab; and

WHEREAS, the Grant Agreement required AWARDEE complete the Project by October 17, 2006; and

WHEREAS, AWARDEE has been unable to complete the project within the specified time frame; and

WHEREAS, AWARDEE has requested COUNTY provide a six (6) month time extension to complete the Project; and

WHEREAS, COUNTY desires to provide an extension of the performance period provided for in the Grant Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. Section 7 of the Grant Agreement is hereby amended to state: "AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before April 17, 2007."

2. AWARDEE agrees that all other terms and conditions provided for in the Grant Agreement remain in full force and effect, including, but not limited to, the Scope of Work, reporting requirements, insurance requirements, as well as all warranties and representations.

(The remainder of this page left blank intentionally.)

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

Lee A. Jackson
Witness

LEE A. JACKSON
(Printed name)

By: Johnnie M. Brown

Johnnie Mae Brown
(Printed name)

Joanna A. Parrish
Witness

Joanna A. Parrish
(Printed name)

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

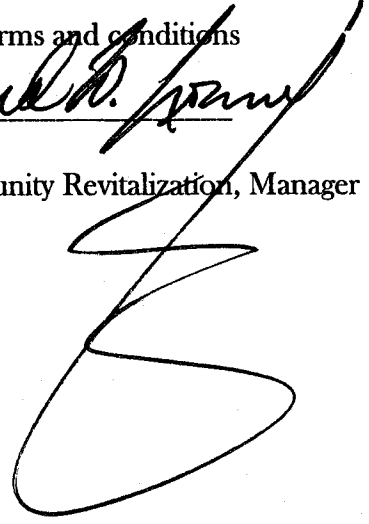
By: _____
Tony Masilotti, Chairman

Approved as to form and legal sufficiency

By: _____
Assistant County Attorney

Approved as to terms and conditions

By: Edward D. Lowery
Edward Lowery,
Office of Community Revitalization, Manager



**NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM
EXTENSION AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of ____ 2006, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as ACOUNTY and Sharon McConnell, an individual representing W.E. C.A.R.E., hereinafter referred to collectively as "AWARDEE."

WITNESSETH:

WHEREAS, the COUNTY and AWARDEE entered into an agreement on October 18, 2005(R2005 1948) to complete a Neighborhood Partnership Grant Project (hereinafter referred to as AGrant Agreement@); and

WHEREAS, the Grant Agreement provided for AWARDEE to landscape the front entrance medians in Watergate Estates and purchase materials for a community newsletter and community activities (hereinafter referred to as the "Project"); and

WHEREAS, the Grant Agreement required AWARDEE complete the Project by October 17, 2006; and

WHEREAS, AWARDEE has been unable to complete the project within the specified time frame; and

WHEREAS, AWARDEE has requested COUNTY provide a six (6) month time extension to complete the Project; and

WHEREAS, COUNTY desires to provide an extension of the performance period provided for in the Grant Agreement.

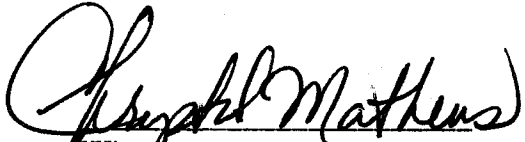
NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. COUNTY and AWARDEE agree that the time period for performance of the Project work provided for in the Grant Agreement is extended to six (6) months. If AWARDEE completes performance of the project work by April 17, 2007, the AWARDEE will be considered in compliance with the terms of the Grant Agreement and will be eligible for all payments and reimbursements provided for therein.

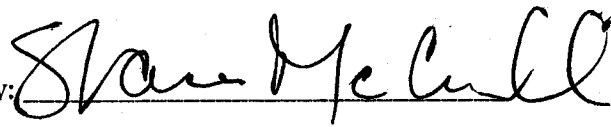
2. AWARDEE agrees that all other terms and conditions provided for in the Grant Agreement remain in full force and effect, including, but not limited to, the Scope of Work, reporting requirements, insurance requirements, as well as all warranties and representations.

(The remainder of this page left blank intentionally.)

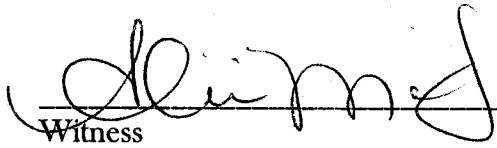
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.


Witness

Crystal Mathews
(Printed name)

By: 

Sharon McCannell
(Printed name)


Witness

Alicia Macias
(Printed name)

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

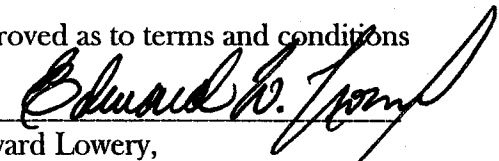
By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

Approved as to form and legal sufficiency

By: _____
Assistant County Attorney

Approved as to terms and conditions

By: 
Edward Lowery,
Office of Community Revitalization, Manager

Copy of the Original Contract

R2005 1936

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF BELLE GLADE
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

OCT 18 2005

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and The City of Belle Glade, a municipality, located in Palm Beach County, Florida hereinafter referred to as the "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to construct a Chicki Hut at Hand Park located in Belle Glade, FL (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$20,000.00 to the AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid 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:

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in the AWARDEE's proposal dated June 3, 2005, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the period of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, the AWARDEE must provide documentation demonstrating that an enforceable agreement exists between the AWARDEE and the property owner which authorizes the AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed \$20,000.00 for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to The City of Belle Glade on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE 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 AWARDEE indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed \$20,000.00 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.

a. AWARDDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDDEE must fully document each element of the AWARDDEE's matching contributions so that the COUNTY can verify that matching contributions have been provided. AWARDDEE acknowledges that its failure to document the AWARDDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. 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.

c. AWARDDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing the AWARDDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDDEE on October 18, 2005. Only those costs incurred by AWARDDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

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

5. AWARDDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. AWARDDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

13. AWARDDEE 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. AWARDDEE warrants the coverage shall be enforced with a 2026 Additional Insured-Designated person or Organization, or similar endorsement, in favor of Palm Beach County, Board of County Commissioners, a political Subdivision of the State of Florida its Officers, Agents, and Employees, and shall not include an endorsement excluding Contractual Liability nor Cross Liability.

14. AWARDDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage to, Ruth Moguillansky-De Rose, Principal Planner, Palm Beach County Office of Community Revitalization, 100 Australian Ave., West Palm Beach, FL 33406.

15. AWARDDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is incorporated herein by reference and attached hereto as Exhibit C, before engaging in any such service. AWARDDEE 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.

16. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

17. The COUNTY and AWARDDEE 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.

18. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

19. This Agreement shall be governed by the laws of the State of Florida, and venue for any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Ruth Moguillansky-De Rose, Principal Planner
Office of Community Revitalization
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

As to the AWARDDEE: Houston Tate
City of Belle Glade
110 Dr. Martin Luther King Jr. Blvd.
Belle Glade, FL 33430

If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

22. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

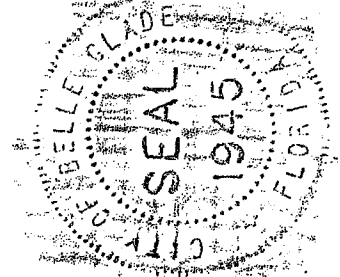
Dianne D. Carter
Witness

By: Steve B. Wilson

Dianne D. Carter
(printed name)

Steve B. Wilson, Mayor
(printed name)

Jennial Davis
Witness
Jennial Davis
(printed name)



ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: Judith Cross
(SEAL)

By: Tony Masilotti
Tony Masilotti, Chairman

R2005 1936 OCT 18 2005

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Helgert
County Attorney

By: Edward R. [Signature]
OCK Manager

**The City of Belle Glade
Hand Park Pavilion Project
Scope of Work**

This project proposes to construct a chiki hut at Hand Park in Belle Glade, FL. This park is located at Southwest 4th Street, North to the Canal, West to Southwest 6th Street and south at Martin Luther King, Jr. Blvd., formerly Avenue E.

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 Partnership Grant ("Grant") to allow the _____ 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: _____



R2005 1938

AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE PALM BEACH COUNTY SHERIFF'S OFFICE /PRINCE DRIVE
for the Neighborhood Partnership Grant Program

THIS AGREEMENT is made and entered into this day of 200 , by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and The Palm Beach County Sheriff's Office., hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 60-22-115024-53.

OCT 18 2005

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to purchase equipment for community policing activities, clean-ups, and community events at Prince Drive (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$7,600.00 to the AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid 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:

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in the AWARDEE's proposal dated June 3, 2005, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the period of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager.

2. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed \$7,600.00 for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to the vendor issuing the invoice. In no event shall payments and/or reimbursements made by COUNTY exceed \$7,600.00 for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is AWARDEE authorized to use the COUNTY's tax Exemption Number in securing such materials.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of the AWARDEE's matching contributions so that the COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. 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.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the

Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing the AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on October 18, 2005. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

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

4. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

6. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

7. AWARDEE shall be responsible for all costs of operation, maintenance and repair of the Project.

a. By accepting this award, AWARDEE agrees to maintain and repair the Project to be completed with this Grant for the useful life of the equipment. Maintenance shall include but not be limited to the routine cleaning, repairing, painting and refinishing of sign, equipment or structures. This provision shall survive termination of this Agreement.

b. AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance and repair of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDEE, provided the equipment, structures and items are used as required by this Agreement. In the COUNTY's sole discretion, if COUNTY determines AWARDEE is not using the equipment, structures or items purchased pursuant to this Agreement for its intended purpose, ownership of the equipment, structures and items shall revert to the COUNTY. This provision shall survive termination of this Agreement.

8. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDEE warrants that AWARDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDEE's ownership of the property or AWARDEE's right to perform and maintain the Project is contested, and without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, AWARDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

9. Upon request by COUNTY, AWARDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
10. AWARDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDEE shall comply with the Public Records Act.
11. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, and without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, AWARDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDEE, its agents, servants and/or employees in the performance of this Agreement and/or the use of the equipment. The foregoing indemnification shall survive termination of this Agreement.
12. Without waiving the right to sovereign immunity as provided by Florida Statute, 768.28, AWARDEE acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event AWARDEE maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Florida Statute 768.28, AWARDEE shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.
- a. AWARDEE agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.
- b. When requested, AWARDEE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees as acceptable for the above mentioned coverages.
- c. Compliance with the foregoing requirements shall not relieve AWARDEE of its liability and obligations under this Agreement.
13. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is incorporated herein by reference and attached hereto 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.
14. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDEE is not in breach of this Agreement, AWARDEE may be reimbursed for expenses incurred until the date of termination.
15. The COUNTY and 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.
16. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.
17. This Agreement shall be governed by the laws of the State of Florida, and venue for any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

18. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

19. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Ruth Moguillansky-De Rose, Principal Planner
Office of Community Revitalization
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

As to the AWARDDEE: Sheriff Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

20. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement, cancellation of the Grant by the COUNTY or ownership of the equipment reverting to the COUNTY.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

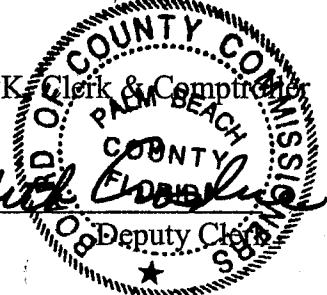
Witness
[Signature]
LT E. JABLONSKI
(printed name)

By: [Signature]
AL Branshaw
(printed name)

Witness
Jennifer Hoover
Jennifer Hoover
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller
By: Judith Crossley
Deputy Clerk
(SEAL)



PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: [Signature]
Tony Masiolotti, Chairman

R2005 1938 OCT 18 2005

Approved as to form and legal sufficiency
By: [Signature]
County Attorney

Approved as to terms and conditions
By: [Signature]
OCR Manager
[Signature]

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 Partnership Grant ("Grant") to allow the _____ 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: _____

R2005 1945

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PALM BEACH COUNTY SHERIFF'S OFFICE FOR SURVEILLANCE EQUIPMENT IN
COUNTYWIDE COMMUNITY REVITALIZATION TEAM NEIGHBORHOODS
for the Neighborhood Partnership Grant Program**

THIS AGREEMENT is made and entered into this day of OCT 18 2005 200 , by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Palm Beach County Sheriff's Office, hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 60-22-115024-53C.

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to purchase audio and visual surveillance equipment to combat violent crime in Countywide Community Revitalization Team neighborhoods (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$19,500.00 to the AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid 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:

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in the AWARDEE's proposal dated June 3, 2005, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the period of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager.

2. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed \$19,500.00 for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to the vendor issuing the invoice. In no event shall payments and/or reimbursements made by COUNTY exceed \$19,500.00 for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is AWARDEE authorized to use the COUNTY's tax Exemption Number in securing such materials.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of the AWARDEE's matching contributions so that the COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. 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.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project.

The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing the AWARDDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDDEE on October 18, 2005. Only those costs incurred by AWARDDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

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

4. AWARDDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

6. AWARDDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

7. AWARDDEE shall be responsible for all costs of operation, maintenance and repair of the Project.

a. By accepting this award, AWARDDEE agrees to maintain and repair the Project to be completed with this Grant for the useful life of the equipment. Maintenance shall include but not be limited to the routine cleaning, repairing, painting and refinishing of sign, equipment or structures. This provision shall survive termination of this Agreement.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance and repair of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE, provided the equipment, structures and items are used as required by this Agreement. In the COUNTY's sole discretion, if COUNTY determines AWARDDEE is not using the equipment, structures or items purchased pursuant to this Agreement for its intended purpose, ownership of the equipment, structures and items shall revert to the COUNTY. This provision shall survive termination of this Agreement.

8. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, and without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

9. Upon request by COUNTY, AWARDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

10. AWARDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDEE shall comply with the Public Records Act.

11. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, and without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, AWARDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDEE, its agents, servants and/or employees in the performance of this Agreement and/or the use of the equipment. The foregoing indemnification shall survive termination of this Agreement.

12. Without waiving the right to sovereign immunity as provided by Florida Statute, 768.28, AWARDEE acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event AWARDEE maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Florida Statute 768.28, AWARDEE shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

a. AWARDEE agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

b. When requested, AWARDEE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees as acceptable for the above mentioned coverages.

c. Compliance with the foregoing requirements shall not relieve AWARDEE of its liability and obligations under this Agreement.

13. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is incorporated herein by reference and attached hereto 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.

14. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDEE is not in breach of this Agreement, AWARDEE may be reimbursed for expenses incurred until the date of termination.

15. The COUNTY and 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.

16. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

17. This Agreement shall be governed by the laws of the State of Florida, and venue for any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

18. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

19. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Ruth Moguillansky-De Rose, Principal Planner
Office of Community Revitalization
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

As to the AWARDDEE: Sheriff Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Rd
West Palm Beach, FL 33406

If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

20. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement, cancellation of the Grant by the COUNTY or ownership of the equipment reverting to the COUNTY.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

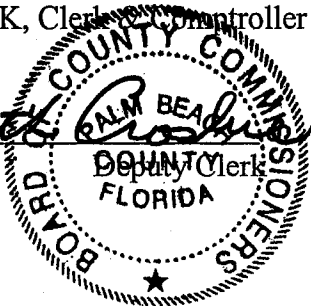
Witness
[Signature]
LT E. JABLONSKI
(printed name)

By: [Signature]
AL Bandman
(printed name)

Witness
Jennifer Hoover
Witness
Jennifer Hoover
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Controller

By: Judith [Signature]
(SEAL) 

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: [Signature]
Tony Masilotti, Chairman

R2005 1945 OCT 18 2005

Approved as to form and legal sufficiency

By: [Signature]
County Attorney

Approved as to terms and conditions

By: [Signature]
OCR Manager
[Signature]

Palm Beach County Sheriff's Office

Scope of Work

This project proposes to purchase audio and video surveillance equipment, night vision goggles, cameras, and a laser for traffic calming in the Royal Palm Estates, Dyson Circle, Kenwood Estates, Lake Worth Corridor (Lake Worth West), Prince Drive, and Indian Pines (Concept Homes) CCRT areas.

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 Partnership Grant ("Grant") to allow the _____ 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: _____

R2005 1941

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE KENWOOD ESTATES COMMUNITY RESIDENTS GROUP, INC.
for the Neighborhood Partnership Grant Program**

OCT 18 2005

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and The Kenwood Estates Community Residents Group, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 20-3173937.

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to purchase items for Community Outreach Events such as Holiday in the Park and Halloween in the Park (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$18,700.00 to the AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid 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:

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in the AWARDEE's proposal dated June 3, 2005, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the period of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, the AWARDEE must provide documentation demonstrating that an enforceable agreement exists between the AWARDEE and the property owner which authorizes the AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed \$18,700.00 for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Renee Deese on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE 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 AWARDEE indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE

from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed \$18,700.00 for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is AWARDEE authorized to use the COUNTY's tax Exemption Number in securing such materials.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of the AWARDEE's matching contributions so that the COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. 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.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing the AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on October 18, 2005. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

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

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the

ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. AWARDDEE warrants that it is a not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

11. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

12. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

13. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

14. AWARDDEE 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. AWARDDEE warrants the coverage shall be enforced with a 2026 Additional Insured-Designated person or Organization, or similar endorsement, in favor of Palm Beach County, Board of County Commissioners, a political Subdivision of the State of Florida its Officers, Agents, and Employees, and shall not include an endorsement excluding Contractual Liability nor Cross Liability.

15. AWARDDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage to, Ruth Mognillansky-De Rose, Principal Planner, Palm Beach County Office of Community Revitalization, 100 Australian Ave., West Palm Beach, FL 33406.

16. AWARDDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is incorporated herein by reference and attached hereto as Exhibit C, before engaging in any such service. AWARDDEE 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.

17. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

18. The COUNTY and AWARDDEE 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.

19. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida, and venue for any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Ruth Moguillansky-De Rose, Principal Planner
Office of Community Revitalization
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

As to the AWARDDEE: Renee Deese
Kenwood Estates Community Resident's Group
4342 Carver Street
Lake Worth, FL 33461

If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

23. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

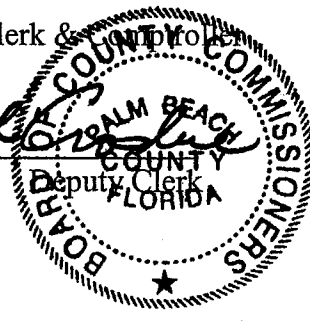
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

[Signature]
Witness
Mare Michaels
(printed name)

By: Renee E. Deese
Renee E. Deese
(printed name)

[Signature]
Witness
Bret Baront
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & County Treasurer
By: [Signature]
(SEAL) 

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners
By: [Signature]
Tony Masilotti, Chair
R2005 1941 OCT 18 2005

Approved as to form and legal sufficiency
By: [Signature]
County Attorney

Approved as to terms and conditions
By: [Signature]
OCR Manager
[Signature]

**Kenwood Estates Community
Community Outreach II
Scope of Work**

This project proposes to purchase decorations, supplies, food, and educational material for special holiday events throughout the neighborhood.

SECTION VII - PROJECT BUDGET FORM

| Materials/Services Description | Quantity | Unit Cost | Sales Tax | Other Charges (if any) | TOTAL | Funding Sources | | Grant Request (m) | Proposed Vendor | Vendor |
|--|----------|-----------|-----------|------------------------|-----------|---------------------|--------------------|-------------------|-----------------|-----------------|
| | | | | | | Applicant Match (a) | Private Grants (b) | | | |
| Halloween in the Park | 500 | | | | 1913.87 | | | 1913.87 | Wal-mart | |
| Food and Novelties | | 2500.00 | | Misc. | 2500.00 | | | 2500.00 | Wal-mart | Forest Hi Store |
| Holiday in the Park | 500 | 13679.06 | | | 13679.06 | | | 13679.06 | Wal-mart | |
| Ink - Black #56 - 2 pk | 9 | 35.94 | | | 323.46 | | | 323.46 | Office Depot | Office De |
| Ink - Color #57 - 2 pk | 4 | 62.98 | | | 251.92 | | | 251.92 | Office Depot | Office De |
| TOTALS | | | | | 18,668.31 | | | 18,668.31 | | |
| Volunteer Hours (number of volunteers x hours worked) | | | | | | | | | | |
| Community Volunteers | | 2000 | 10.00 | | \$20,000 | | | | | |
| TOTAL (a) | | | | | \$20,000 | | | | | |
| Total Volunteer Hours in dollars (c) | | | | | \$20,000 | | | | | |
| Total Applicant Match (a+b+c+d) | | | | | \$20,000 | | | | | |
| Total Grant Request (d) | | | | | 18,668.31 | | | | | |
| Total Project Cost (a+b+c+d+e) | | | | | 38,668.31 | | | | | |

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 Partnership Grant ("Grant") to allow the _____ 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: _____

R2005 1943 OCT 18 2005

AGREEMENT BETWEEN PALM BEACH COUNTY AND
DREXEL HOUSE RESIDENT COUNCIL, INC.
for the Neighborhood Partnership Grant Program

THIS AGREEMENT is made and entered into this 6th day of Sept. 2005, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Drexel House Resident Council, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 42-1619864.

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to purchase and install a front entrance sign for the Drexel Apartments and to purchase additional computers for the computer lab (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$13,000.00 to the AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid 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:

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in the AWARDEE's proposal dated June 3, 2005, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the period of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, the AWARDEE must provide documentation demonstrating that an enforceable agreement exists between the AWARDEE and the property owner which authorizes the AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed \$13,000.00 for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Drexel House Residents Council on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE 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 AWARDEE indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of

AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed \$13,000.00 for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is AWARDEE authorized to use the COUNTY's tax Exemption Number in securing such materials.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of the AWARDEE's matching contributions so that the COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. 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.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing the AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on October 18, 2005. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

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

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the

ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDEE warrants that AWARDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDEE's ownership of the property or AWARDEE's right to perform and maintain the Project is contested, AWARDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. AWARDEE warrants that it is a not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

11. Upon request by COUNTY, AWARDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

12. AWARDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDEE shall comply with the Public Records Act.

13. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDEE, its agents, servants and/or employees in the performance of this Agreement.

14. 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. AWARDEE warrants the coverage shall be enforced with a 2026 Additional Insured-Designated person or Organization, or similar endorsement, in favor of Palm Beach County, Board of County Commissioners, a political Subdivision of the State of Florida its Officers, Agents, and Employees, and shall not include an endorsement excluding Contractual Liability nor Cross Liability.

15. AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage to, Ruth Mogueillansky-De Rose, Principal Planner, Palm Beach County Office of Community Revitalization, 100 Australian Ave., West Palm Beach, FL 33406.

16. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is incorporated herein by reference and attached hereto 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.

17. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDEE is not in breach of this Agreement, AWARDEE may be reimbursed for expenses incurred until the date of termination.

18. The COUNTY and 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.

19. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida, and venue for any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Ruth Moguillansky-De Rose, Principal Planner
Office of Community Revitalization
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

As to the AWARDDEE: Lee Jackson
1745 Drexel Road
West Palm Beach, FL 33417

If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

23. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

[Signature]
Witness

Joanna A. Parrish
(printed name)

[Signature]
Witness

Johnnie Mae Brown
(printed name)

By: [Signature]

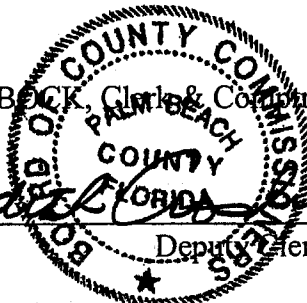
LEE A. JACKSON
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Controller

By: [Signature]
Deputy Clerk

(SEAL)



PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: [Signature]
Tony Masilotti, Chair

R2005 1943 OCT 18 2005

Approved as to form and legal sufficiency

By: [Signature]
County Attorney

Approved as to terms and conditions

By: [Signature]
OCR Manager

Drexel House Resident Council, Inc.

Scope of Work

This project proposes to purchase and install a front entrance sign for Drexel Apartments and to purchase additional computers for the computer lab.

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 Partnership Grant ("Grant") to allow the _____ 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: _____

R2005 1948
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this ___ day of OCT 18 2005 200___, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and Sharon McConnell, an individual representing W.E. C.A.R.E., hereinafter referred to collectively as "AWARDEE."

In its desire to improve the appearance, organization, image, and leadership of the COUNTY's neighborhoods, the COUNTY has developed the Neighborhood Partnership Grant Program, hereinafter referred to as "NPG."

AWARDEE has been selected by the Review Committee to receive a grant award in an amount not to exceed \$7000.00. AWARDEE agrees to landscape the front entrance medians in Watergate Estates and purchase materials for a community newsletter and community activities, as proposed by the AWARDEE, and more specifically defined in the Project scope of work and budget which are attached hereto as Exhibit A and Exhibit B respectively, and incorporated herein by reference (hereinafter referred to collectively as the "Project").

AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the budget by the COUNTY. Project Budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the AWARDEE to the OCR Manager.

If a Project funded by the NPG Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, the AWARDEE must provide documentation demonstrating that an enforceable agreement exists between the AWARDEE and the property owner which authorizes the AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for two (2) years and two years good faith unless the County agrees at a later date to maintain the landscaping project.

COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed \$ 7000.00 dollars for expenses incurred by AWARDEE in accordance with the budget. AWARDEE hereby authorizes COUNTY to make reimbursements directly to Sharon McConnell on behalf of AWARDEE for expenses incurred pursuant to this Agreement. COUNTY may also make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. However, in no event shall payments and/or reimbursements made by COUNTY exceed \$7000.00.

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is AWARDEE authorized to use the COUNTY's tax Exemption Number in securing such materials.

COUNTY will use its best efforts to reimburse the AWARDEE within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. The invoices must be approved in writing by the AWARDEE indicating the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices.

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

AWARDEE shall maintain financial records, accounting and purchasing information, and books and records for the Project, for a period of not less than four (4) years. These books, records and purchasing information shall be available for review by the COUNTY at any reasonable time. All documents related to the Project are public records and shall be retained as required by law. AWARDEE shall comply with the Public Records Act.

AWARDEE shall provide matching funds in the form of services, materials, or cash toward the cost of the Project. AWARDEE must fully document each element of these matching contributions so the COUNTY can verify that matching funds are being provided. Failure to document AWARDEE's matching funds may result in refusal of payment of grant funds or cancellation of this grant in total by the COUNTY.

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

AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of six (6) photographs (two before the Project and four during and at completion), and financial records clearly showing AWARDEE's match toward the Project.

AWARDEE shall also make available the negatives for photographs provided. The photographs and negatives, as requested, shall become property of the COUNTY.

The proceeds of this grant may be used as a match for other local, state, or federal grant programs as may be allowed by law, but AWARDEE may not submit requests for funding for the same expenses to the COUNTY or others to receive duplicate reimbursement.

AWARDEE agrees that the Project shall be open to the general public, as applicable, for the life of this Project on a nondiscriminatory basis, regardless of residency, race, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

AWARDEE shall be responsible for obtaining and must pay the costs for all applicable permits or government approvals. The award of this grant does not waive any applicable permitting, zoning, or other code requirements.

AWARDEE shall complete the Project and provide a final report to the COUNTY no later than twelve (12) months from the date of execution of this Agreement. Only those costs incurred by AWARDEE subsequent to the date of execution of this Agreement and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

AWARDEE agrees to be responsible for all costs of operation and maintenance of the Project for a period of two (2) years from the date of completion of the Project, and an additional two (2) years good faith effort to keep the Project in good repair.

AWARDEE agrees to maintain the Project to be completed with this grant. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, oiling, repairing, painting and refinishing of signs, structures, fences, or equipment.

AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any plant, sign, equipment, structure or any other item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or any other items purchased pursuant to this Agreement shall belong to AWARDEE.

AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, attached hereto as Exhibit C, before engaging in any such service. The AWARDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of two (2) years from the effective date of this Agreement.

COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if the AWARDEE fails to maintain the Project in accordance with this Agreement, or if the COUNTY otherwise needs to utilize its COUNTY property. AWARDEE warrants that AWARDEE either owns the property or has an enforceable agreement with the owner of the property upon which any improvements will be installed or constructed, authorizing AWARDEE to perform the services and have access to the property for the purposes set forth in the Project Scope of Work for the four (4) year grant period. AWARDEE agrees to indemnify, save, defend, and hold the COUNTY its officers, agents, and employees harmless from and against any and all damages, costs, claims, liabilities, losses, judgments and/or or causes of action of any type, arising out of or relating to any act or omission of AWARDEE its agents, servants, and/or employees in the performance of this Agreement.

Upon request by COUNTY, AWARDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is not an agent, servant, or employee of the COUNTY or the Board of County Commissioners.

The parties may pursue any and all actions available under law or equity to enforce this Agreement.

This Agreement shall be governed by the laws of the State of Florida, and venue for any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

Failure of AWARDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDEE is not in breach of this Agreement, AWARDEE may be reimbursed for expenses incurred until the date of termination.

Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Ruth Moguillansky-De Rose, Principal Planner
Office of Community Revitalization
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

As to the AWARDEE: Sharon McConnell
11881 Sandalfoot Blvd.
Boca Raton, FL 33428

If for any reason the name or address of the AWARDEE's Project manager changes, the COUNTY shall be notified in writing.

This document represents the entire nature of the agreement between the parties. Any amendments to this Agreement must be approved in writing by both parties.

[the remainder of this page left blank intentionally]

Signed, sealed and delivered
in the presence of two witnesses:

Crystal Mathews
Witness

Crystal Mathews
(printed name)

By: Sharon McConnell

SHARON MCCONNELL
(printed name)

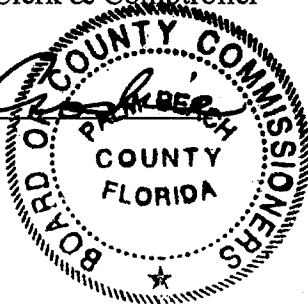
Stacey Falise
Witness

Stacey Falise
(printed name)

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: Judith [Signature]
Deputy Clerk



(SEAL)

By: Tony Masiotti
Tony Masiotti, Chairman

R2005 1948 OCT 18 2005

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: [Signature]
County Attorney

By: [Signature]
OCR Manager

[Large handwritten signature]

WE CARE

Scope of Work

This project proposes to landscape the front entrance median of Sandelfoot Blvd and to purchase items for a community newsletter and community events.

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 Partnership Grant ("Grant") to allow the _____ to improve the neighborhood which requires Volunteer assistance.

NOW, WHEREFORE, 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: _____

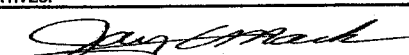
Copies of Insurance Certificates

| | | |
|---|---|---|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 10/14/2005 |
| PRODUCER (561)998-1570 Mack Group, Inc. 1900 NW Corporate Blvd. Suite 101 E Boca Raton FL 33431 | FAX (561)998-2447 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURED Kenwood Estates Community Residents Group, Inc. 4342 Carver Street Lake Worth FL 33461 | INSURERS AFFORDING COVERAGE INSURER A: Burlington Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: | |

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|-------------|--|---------------|----------------------------------|-----------------------------------|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | BIND101305GL | 10/13/2005 | 10/13/2006 | EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Community Resident Board - Palm Beach County Board of Commissioners had been named as Additional Insured

| | |
|---|---|
| CERTIFICATE HOLDER Palm Beach County Board of Commissioners 100 Australian Ave. West Palm Beach, FL 33409 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jay Mack/FLORA  |
|---|---|

Housing Authority Insurance Group
 P.O. Box 189
 Cheshire, CT 06410

CERTIFICATE OF INSURANCE

ID: 250. Endorsement: 01-10A-01-2006-8

Issue Date: 10/17/2006

Insured: Palm Beach County Housing Authority

Address: 3432 West 45th Street
 Palm Beach, FL 33407-3407

Coverages

| Type of Insurance | Policy Number | Limits |
|--|--------------------------------------|---|
| Commercial Liability | 10-0035-2006-00-000-0 | General Aggregate: \$ 3,000,000 |
| [X] Coverage A: Bodily Injury and Property Damage Liability: <u>Occurrence</u> | Effective Date: 10/01/2006 12:01 AM | Per Occurrence: \$ 3,000,000 |
| [X] Coverage B: Personal and Advertising Injury Liability: <u>Occurrence</u> | Expiration Date: 10/01/2007 12:01 AM | Personal and Adv Inj: \$ 3,000,000 |
| [X] Coverage E: Mold, Other Fungi or Bacteria Liability: <u>Claims Made</u> Retro Date: 10/1/03 | | Fire Damage Sub-Limit: \$ 50,000 |
| | | Athletic Sport Sub-Limit |
| | | Per Occurrence: \$ 250,000 |
| | | Aggregate: \$ 250,000 |
| | | Mold, Other Fungi or Bacteria: \$ 100,000 |

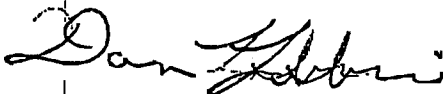
Description: Person/organization scheduled as additional insured per Endorsement No. 01-10A-Palm Beach County Board of County Commissioners

Certificate Holder: Palm Beach County Board of County Commissioners
 301 N. Olive Avenue
 West Palm Beach, FL 33401

Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.



Signature of Authorized Representative

Policy Change No. 01-10A-01-2006-8

Change En Jorsement

Additional Insureds--Designated Person or Organization

Named Insured: Palm Beach County Housing Authority
 Policy Number: 10-0035-2006-00-000-0
 Policy Effective Date: 10/01/2006 - 10/01/2007
 Issue Date: 10/17/2006

Effective From: 10/01/2006 at the time of day the policy becomes effective.

Commercial Liability

The Insurance is Amended as follows:

This Endorsement modifies insurance provided under the following Coverage Section(s)

Bodily Injury and Property Damage Liability - Coverage Section A
 Personal and Advertising Injury Liability - Coverage Section B

SCHEDULE

Additional Insured:
 Palm Beach County Board of County Commissioners,
 c/o OCR Manager,
 OCR 2300 North Jog Rd.
 West Palm Beach, FL 33411

Operations/Premises:
 Shall Circle

Paragraph II.A., Who Is An Insured, is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury," "property damage" and/or "personal and advertising injury" caused or committed, in whole or in part, by you or those acting on your behalf:

- A. In the performance of the ongoing operations described in the Schedule; or
- B. In connection with the premises shown in the Schedule

All other terms and conditions contained in the policy remain in full force and effect.

Description: Person/organization scheduled as additional insured per Endorsement No. 01-10A-Palm Beach County Board of County Commissionr

Request Letters from Applicant



City of Belle Glade

Community Development

Tel: 561-996-0100
Fax: 561-992-2215

City Hall Complex
110 Dr. Martin Luther King Jr.
Boulevard West
Belle Glade, FL
33430-3900

Commissioners

Dr. Ray Torres-Sanchez
Mayor

Donald D. Garrett
Vice Mayor

Gwendolyn J.L. Asia-Williams
Treasurer

Mary S. Kendall

Shelly S. Miller

Newall J. Daughtrey
City Manager

October 2, 2006

Chrystal Mathews, NPG Coordinator
2300 North Jog Road
West Palm Beach, FL 33411-2471

RE: Fiscal year 2005-06 Neighborhood Partnership Grant (NPG) Funding
Recommendations

Dear Ms. Mathews:

This letter is to request an extension on the above listed contract. This contract covered the placement of a Chiki hut in Hands Park. As you know we were unable to get Chief Billy to come and meet with Parks & Recreation Department; therefore, we checked with other shelter distributors and found one we could piggy back on.

Florida Play structures, LLC have given us a quote of \$19,245.00 (see attached). This is a 20 x 20 ft w/ tongue and groove roof decking. Hopefully, this will meet your specifications.

Unfortunately, the extension agreement has to be signed by our Commission, which will not be done until October 16, 2006. Thank you for your cooperation in this matter and we will walk the extension through procedures as soon as time will allow.

Sincerely,

Barbara Bell-Spence

Barbara Bell-Spence, Manager
Community Development

cc: Newall J. Daughtrey, City Manager
Edward Lowery, Director OCR
Donte Dowers, P & R Manager

Watergate Estates Beautification Program
W.E. C.A.R.E. ♥ Committee
An Adopt-A-Spot Community
In partnership with Paint Your Heart Out Palm Beach County
561.483.7236

September 15, 2006

To: Office of Community Revitalization
2300 N Jog Road
West Palm Beach, Fl. 33411
Attn: Chrystal Matthews
Re: NPG 2005 for Watergate Estates

Dear Chrystal,

I am writing to request an extension of our grant. We were not able to complete all projects for several reasons. Several of our key volunteers were wrapped up a great deal of the summer assisting with the Cops & Kids projects and unfortunately we had weather delays as well as an illness. If possible, we would greatly appreciate an extension of time so that our projects will go forward.

We have had an excellent response to the newsletter, it has enabled us to communicate to the entire community in a whole new way and we are very pleased with the results. Our next cleanup is scheduled for September 30, 2006. After that we would like to schedule community events such as a "movie in the park", now that we have the new Sheriff's substation to work with and the weather will be cooler.

Any help that you can give in this matter is appreciated. Kindly let me know if there is anything else that I should do to facilitate this request. Please feel free to contact me at your earliest convenience.

Sincerely,


Stacey Falise

W.E. C.A.R.E. Committee

11881 Sandalfoot Blvd.

Boca Raton, Fl. 33428

Office 561.482.5205 Fax 561.482.7205

Sfalise1@yahoo.com

September 18, 2006

To: Mr. Edward Lowery
P.B.C. Office of Community Revitalization
2300 Jog Road
WPB, FL 33411

From: Drexel Resident Council
1745 Drexel Road
WPB, FL 33415

Ref: 2005 NPG / sign for Drexel House Apts.

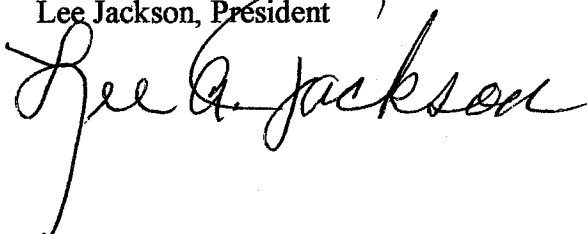
Dear Mr. Lowery:

We are requesting an extension for the grant implementation due to unforeseen problems with the hurricane, the permitting process and the surveying requirements.

We thank you for your understanding and cooperation in this matter.

Respectfully,

Drexel Resident Council
Lee Jackson, President

A handwritten signature in cursive script that reads "Lee A. Jackson". The signature is written in black ink and is positioned below the typed name and title.

Chrystal Mathews - Extension - NPG Grants

From: <gonaynay08@aol.com>
To: <Cmathews@co.palm-beach.fl.us>
Date: 9/10/2006 11:03 PM
Subject: Extension - NPG Grants
CC: <gonaynay08@yahoo.com>

Hey Mrs. Mathews:

I would like to respectfully request an extension on Kenwood Estates Community NPG Grants from 2005-2006 budget items.

Since we had the hurricanes from last year our special events and projects did not happen. I'd like an extension on our funding and we will process the remaining funding as soon as possible, but we don't want our children to come up short because of the hurricanes we experienced last year and because of the budget deadline in October.

Thank your for your consideration in this matter and please let me know the out come of this request.

Kenwood Estates Community Resident Group, Inc.

Renee Deese, President

Check out the new AOL. Most comprehensive set of free safety and security tools, free access to millions of high-quality videos from across the web, free AOL Mail and more.

Watergate Estates Beautification Program
W.E. C.A.R.E. ♥ Committee
An Adopt-A-Spot Community
In partnership with Paint Your Heart Out Palm Beach County
561.483.7236

September 15, 2006

To: Office of Community Revitalization
2300 N Jog Road
West Palm Beach, Fl. 33411
Attn: Chrystal Matthews
Re: NPG 2005 for Watergate Estates

Dear Chrystal,

I am writing to request an extension of our grant. We were not able to complete all projects for several reasons. Several of our key volunteers were wrapped up a great deal of the summer assisting with the Cops & Kids projects and unfortunately we had weather delays as well as an illness. If possible, we would greatly appreciate an extension of time so that our projects will go forward.

We have had an excellent response to the newsletter, it has enabled us to communicate to the entire community in a whole new way and we are very pleased with the results. Our next cleanup is scheduled for September 30, 2006. After that we would like to schedule community events such as a "movie in the park", now that we have the new Sheriff's substation to work with and the weather will be cooler.

Any help that you can give in this matter is appreciated. Kindly let me know if there is anything else that I should do to facilitate this request. Please feel free to contact me at your earliest convenience.

Sincerely,


Stacey Falise

W.E. C.A.R.E. Committee

11881 Sandalfoot Blvd.

Boca Raton, Fl. 33428

Office 561.482.5205 Fax 561.482.7205

Sfalise1@yahoo.com