

3A-6

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 2007 Consent Regular
 Workshop Public Hearing

Department: Office of Community Revitalization

Submitted By: Administration

I. EXECUTIVE BRIEF

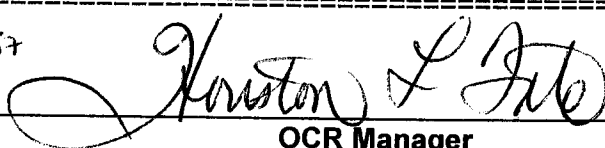
Motion and Title: Staff recommends motion to approve: Extension Agreement to R2006-2165 with Pleasant Ridge Property Owners Association, Inc. for the 2006-2007 Neighborhood Partnership Grant (NPG) for the period October 17, 2007 to July 17, 2008.

Summary: The Pleasant Ridge Property Owners Association, Inc. is requesting a 9-month extension of the Agreement originally executed on October 17, 2006 (R-2006-2165) in order to complete the project funded through the NPG Program in Fiscal year 2006-2007. Districts 1 (AH)

Background and Justification: The Board of County Commissioners approved a NPG Agreement with Pleasant Ridge Property Owners Association, Inc. on October 17, 2006 (R2006-2165) in an amount not to exceed \$20,000. The project required Pleasant Ridge to install electricity to their entrance sign, drill a well, install a sprinkler system and landscape the entrance way. The Agreement required Pleasant Ridge complete the project by October 17, 2007. Pleasant Ridge submitted a letter to the Office of Community Revitalization requesting a nine (9) month extension to complete its NPG project due to permitting issues with the Florida Department of Transportation that delayed the progress of the project.

Attachments:

1. Copy of the original contract
2. Extension Agreement
3. Letter requesting the extension from Pleasant Ridge Property Owners Association, Inc.

ZMDR
9/13/07
 Recommended by:  9/13/07
OCR Manager Date

Approved By:  9/26/07
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</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 _____	Agency _____	Org. _____	Object _____	
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 the 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:

<p><u><i>Jim Doherty</i></u> 9/20/07 88 9/19/07 OFMB 707 9/17</p>	<p><u><i>Jim J. Jacoby</i></u> 9/20/07 Contract Dev and Control</p>
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B. Legal Sufficiency: *Anne Delgent* 9/20/07
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PLEASANT RIDGE PROPERTY OWNERS ASSOCIATION, INC.
for the Neighborhood Partnership Grant Program**

OCT 17 2006

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 Pleasant Ridge Property Owners Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 650195953.

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 install electricity to entrance sign, drill well, install sprinkler system and landscape entrance (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$20,000.00 to 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 AWARDEE's proposal dated June 16, 2006, 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 term 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, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in this 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 provide up to \$20,000.00 of assistance to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. COUNTY may also reimburse AWARDEE for costs AWARDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDEE's Federal Employer Identification Number or other documentation required by COUNTY. COUNTY will not provide reimbursement to an individual. Reimbursement payments will only be provided to AWARDEE. In no event shall payments and/or reimbursements made by COUNTY exceed \$20,000.00 for this Project.

AWARDEE agrees that the extent of COUNTY's responsibility and under this Agreement shall be limited solely to funding, as stated above.

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 AWARDDEE's matching contributions so that 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 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 17, 2006. 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. 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 and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

15. AWARDDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage to, Ruth Moguillansky-De Rose, Principal Planner, Palm Beach County Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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. 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
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDDEE: Nancy Lodise
1865 Pleasant Drive
North Palm Beach, FL 33408

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.

Crystal Mathews
Witness

Crystal Mathews
(printed name)

William B. Lynn
Witness

William B. Lynn
(printed name)

By: Nancy Silvia Lodise

Nancy Silvia Lodise
(printed name)

ATTEST:

R2006 2165
OCT 17 2006

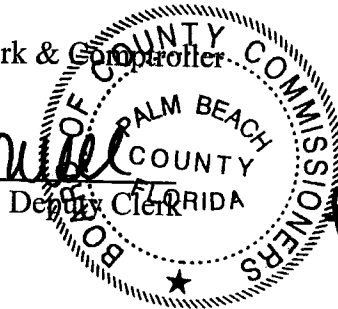
SHARON R. BOCK, Clerk & Controller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: Nancy Powell
Deputy Clerk

Karen T. Marcus
By: Tony Masilotti, Chairman

(SEAL)



Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Delgent
County Attorney

By: Charles W. Powell
OCR Manager

[Signature]

Pleasant Ridge Property Owners Association, Inc.

Scope of Work

This project proposes to install electricity to entrance sign, drill well, install sprinkler system and landscape entrance.

PLEASANT RIDGE PROJECT BUDGET FORM

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources				
						Applicant Match			Grant Request (d)	
						Cash (a)	Donations (b)	Private Grants (c)		
Landscape Design and Installation										
Electric and well										
Survey staking										
Landscape Survey										
Project Management										
Accounting										
2 yr .maintenance										
PRPOA cash match										
				TOTALS					\$20,000.00	
Volunteer Hours (number of volunteers X hours worked)										
Total Volunteer Hours in dollars (e)										
Total Applicant Match (a+b+c)e										
Total Grant Request (d)									\$20,000	
Total Project Cost (a+b+c+d)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: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

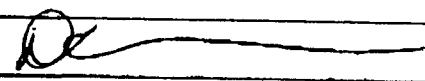
DATE (MM/DD/YY)
9/28/06

PRODUCER Global Insurance Services, Inc. 21301 Powerline Road, # 211 Boca Raton, FL 33433 561-626-0952	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 Pleasant Ridge Property Owners Association, Inc. 1865 Pleasant Drive North Palm Beach, FL 33408	INSURERS AFFORDING COVERAGE INSURER A: Burlington Insurance Company 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	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	Binder #060928-01	9/28/06	9/28/07	EACH OCCURRENCE \$ 500,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	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 AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU. TOBY LIMITS TOH: 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
 Certificate Holder is an Additional Insured.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 3323 Belvedere Road, Bldg. 503 West Palm Beach, FL 33406-1548	ADDITIONAL INSURED; INSURER LETTER: 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 Douglas McCurry 
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ACORD 25-S (7/97)

© ACORD CORPORATION 1988

PLEASANT RIDGE PROPERTY OWNERS
ASSOCIATION INC

2100

63-1356/670
BRANCH 4086

9-22-06 DATE

FAY TO THE
ORDER OF

Global Insurance Svcs Int \$ 210.00

Two hundred ten and 00/100

DOLLARS



Security
Features
Include an
ATM

WACHOVIA

Wachovia Bank, N.A.
Falm Beach Gardens, FL 33410

Grant requirement

FOR Gen Liah Ins

Alvarasus

⑆067013564⑆ 14 318 242⑈ 2100

© HARLAND



Ms. Chrystal Goodman-Mathews
Planner II, Office of Community Revitalization
100 Australian Avenue
West Palm Beach, FL 33406

September 18, 2006

RE: Pleasant Ridge 2006 NPG Insurance


Dear Chrystal:

This letter is to address the insurance issue for Pleasant Ridge's 2006 Neighborhood Partnership Grant. Our grant application does not include any volunteer hours for the actual physical construction work that will be performed. Licensed contractors will make all improvements and construction.

The Pleasant Ridge volunteers will be performing litter removal at the site as part of our quarterly Solid Waste Authority Adopt A Spot Clean Ups and the Keep Palm Beach County Beautiful Program.

A licensed and insured contractor will do the maintenance of grass and will be paid by PRPOA, Inc. funds.

If you need any further information regarding this issue please contact me.


Nancy Silver Lodise
President Pleasant Ridge POA, Inc.
1865 Pleasant Drive
North Palm Beach, FL 33408
561-627-7528

**NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM
EXTENSION AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of ___ 2007, 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 Pleasant Ridge Property Owners Association, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida hereinafter referred to as the "AWARDEE".

W I T N E S S E T H:

WHEREAS, the COUNTY and AWARDEE entered into an agreement on October 17, 2006 (R2006-2165) to complete a Neighborhood Partnership Grant Project (hereinafter referred to as "Grant Agreement"); and

WHEREAS, the Grant Agreement provided for AWARDEE to install electricity to their entrance sign, drill a well, install a sprinkler system and landscape the entrance way (hereinafter referred to as the "Project"); and

WHEREAS, the Grant Agreement required AWARDEE complete the Project by October 17, 2007; and

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

WHEREAS, AWARDEE has requested COUNTY provide a nine (9) 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 July 17, 2008."

2. Except as provided for herein, all other terms and conditions in the Grant Agreement shall 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, and the Grant Agreement is reaffirmed as modified herein.

(The remainder of this page left blank intentionally.)

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

N. Casasus

Witness

Norma Casasus
(Printed name)

By: Nancy Silvio Lodise

Nancy Silvio Lodise
(Printed name)

Claudean H. Silvio

Witness

Claudean H. Silvio
(Printed name)

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to form and legal sufficiency

By: Anne Helgenst
Assistant County Attorney

Approved as to terms and conditions

By: Houston L. Tate
Houston L. Tate,
Office of Community Revitalization, Manager




Chrystal Mathews
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

August 29, 2007

Dear Chrystal:

This letter is to request an extension of time to complete the 2006 NPG project for the Pleasant Ridge US Highway 1 entryway. This project is extremely important for our neighborhood and we would very much appreciate the consideration of OCR and the BCC to grant an extension so we can bring this much needed landscape improvement to completion. Due to some complex issues the Florida Dept. of Transportation permit application, (which was submitted in February still has not been approved). Initially delays were caused by confusion with the clear zone. After clarification and plan revisions were made the FDOT has determined that part of the property where the improvements are planned does not belong to DOT and placement of irrigation needs to be relocated. Currently the FDOT is reviewing the third set of plans revised by the Landscape Architect firm Chris Wayne and Associates.

Sincerely,

Nancy Silvio Lodise
Director
Pleasant Ridge POA, Inc.
NPG Project Manager
1865 Pleasant Drive
North Palm Beach, FL 33408
561-627-7528