

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

3A-10

AGENDA ITEM SUMMARY

Meeting Date: November 6, 2007

☒ [x]
☐ []

Consent
Workshop

☐ []
☐ []

Regular
Public Hearing

Department: County Administration

Submitted By: County Administration

Submitted For: Office of Community Revitalization

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Neighborhood Partnership Grant (NPG) funding agreements for Fiscal Year 2007-2008: **A)** an Agreement with Belle Glade Housing Authority in an amount not-to-exceed \$19,700.00 to purchase supplies and equipment for an after school program for community youth to enhance life skills, personal development and family values; **B)** an Agreement with Homes At Lawrence Homeowners Association, Inc. in an amount not-to-exceed \$17,400.00 to purchase and install a steel shelter at the Homes at Lawrence community park; **C)** an Agreement with Lantana Homes Homeowners Association, Inc. in an amount not-to-exceed \$20,000.00 to install landscaping and irrigation in Aurora Court park; **D)** an Agreement with Paint Your Heart Out Palm Beach County Inc. in an amount not-to-exceed \$10,000.00 to purchase supplies for exterior painting and pressure cleaning equipment for houses within CCRT neighborhoods; and **E)** an Agreement with City of Belle Glade in an amount not-to-exceed \$20,000.00 to install fencing, landscaping and playground equipment in two tot lots in Belle Glade.

SUMMARY: The following projects were reviewed by the Neighborhood Partnership Grant Program Review Committee (NPG RC) on September 26, 2007, and are being recommended for funding. Funding was established in the FY2007 budget for the purpose of funding neighborhood projects. Countywide. (AH)

Background and Justification: The NPG Program was created by the Board of County Commissioners (BCC) to provide matching funds for neighborhood improvement projects. The NPG program, with a budget of \$125,000.00 for fiscal year 2007-2008 was developed as part of the Countywide Community Revitalization Team (CCRT) efforts to assist targeted communities. The NPG program is intended to provide an incentive for neighborhood groups and organizations to become active partners in community revitalization and to enhance the overall quality of life in the County's neighborhoods. The Office of Community Revitalization advertised the NPG funds availability on February 19, 2007, providing an application deadline of June 22, 2007. A total of seven (7) applications were received, and one applicant withdrew its application. The NPG RC completed the evaluation of all applications and did not recommend Kenwood Estates Community, Inc. for funding. The RC agreed that funding for this project should not be on an annual basis. The project was funded twice in the past and has relied solely on the County for purchasing items. The RC also agreed that any further funding should be of a clear visible public benefit to the community. The NPG RC is making funding recommendations for five (5) projects for a total of \$87,100.00 and submitting Contract Agreements for BCC approval. Applications can be viewed in the Office of Community Revitalization.

Attachments:

1. NPG Program Overview
2. 2007-2008 NPG Public Participation and Selection Review Process
3. Summary of submitted NPG Applications and Funding Recommendations
4. Grant Contract Agreements

Recommended by: 

Department Manager

Date

10/29/07

Approved By: 

Deputy County Administrator

Date

10/30/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>
Capital Expenditures	<u>\$7,100</u>	—	—	—	—
Operating Costs	—	—	—	—	—
External Revenues	—	—	—	—	—
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
NET FISCAL IMPACT	<u>\$7,100</u>	—	—	—	—
# ADDITIONAL FTE					
POSITIONS (Cumulative)	—	—	—	—	—

Is Item Included In Current Budget? Yes X No

Budget Account No.: Fund 3900 Department 366 Unit X136 Object

Reporting Category

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

Funding was established in the FY2007 budget for the purpose of funding neighborhood projects. The NPG Application Review Committee has reviewed the projects and recommends that \$87,100.00 of the \$125,000.00 budget be allocated to 5 projects. The remaining \$37,900 will be used for other CCRT projects identified by the Manager of the Office of Community Revitalization and approved by the BCC. NPG projects must be completed within 12 months.

C. Departmental Fiscal Review:

Pat DiGiuseppe

III. REVIEW COMMENTS

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

John Dink 10-18-07
OFMB
10-17-07
10/17
10/15/07

Ann J. Jacono 10/24/07
Contract Dev. and Control
10/24/07

B. Legal Sufficiency:

Anne Delgent 10/30/07
Assistant County Attorney

These Agreements comply with our review requirements.

C. Other Department Review:

Department Director

**Palm Beach County
Neighborhood Partnership Grant Program FY 2007-2008**

Program Overview

The Neighborhood Partnership Grant (NPG) Program was developed as part of the Countywide Community Revitalization Program (CCRT), established by the Board of County Commissioners, in 1997, to offer designated neighborhoods specialized support and assistance with resident-driven neighborhood improvement efforts. The NPG program was created as an incentive for neighborhood groups and organizations to become active partners in community revitalization, to enhance as well as stimulate interest in the overall quality of life in the County's neighborhoods, and to provide a clear public benefit.

The NPG Program is intended to provide grants for neighborhood improvement projects in unincorporated Palm Beach County. All applicants must provide a match in services, cash, volunteer effort, or supplies, and will be required to demonstrate support for the proposed project from the neighborhood residents. Applicants must also provide for a mechanism to address the ongoing maintenance of the project.

ELIBIBLE PROJECTS (EXAMPLES):

- Simple Recreation Improvements (Playground and/or Park Improvements)
- Neighborhood entrance signage & beautification not in the public right-of-way, only on private property (with the owner's permission and the owner/grantee being liable for any and all claims arising from the project)
- Street sign toppers
- Right-of-way landscape improvements
- Exterior Painting (structures)
- Tree planting
- Fencing (safety & decorative)
- Art Murals (eligibility to be determined on a case-by-case basis)
- Expenses for supplies related to public service programs limited to child care, health care, job training, recreation activities, crime reduction, and community outreach

INELIGIBLE PROJECTS:

- Projects without at least a 50-50 total project match;
- Projects having another source of County funding and/or process (e.g., sidewalks, alley paving);
- Applications requesting salaries and/or operating expenses;
- Applications for social service/cultural education programs;
- Projects promoting special interests;
- Projects conflicting with existing County improvement projects or programs;
- Projects located outside of unincorporated CCRT target areas, and
- Projects not providing a public benefit.

MAXIMUM GRANT REQUEST:

A total of \$125,000 is dedicated to this program during this funding cycle. The maximum award is \$20,000 for a single project. However, the intent is to award grant funds to as many areas as possible.

GENERAL PROGRAM REQUIREMENTS:

Before Implementation

All grantees must sign a Contract, and provide the following before commencement of the project:

- A Certificate of Insurance evidencing the required coverage,
A Commercial General Liability policy issued in the name of the

Applicant Name with limits of at least \$500,000 per occurrence.

The policy must include an additional insured endorsement in favor of "Palm Beach County Board of County Commissioners."

- The Certificate of Insurance must be issued to Palm Beach County Board of County Commissioners, c/o OCR Manager, OCR, 2300 North Jog Road, West Palm Beach, FL 33411.
- A minimum 10 day notice of cancellation must be included.
- A copy of the Hold Harmless Agreements for all volunteers committing to work on the project. The original shall be retained by the organization, subject to review by staff.

During Implementation

Grantees shall:

- Provide quarterly status reports.
- Procure all necessary permits applicable to project implementation and completion.
- Submit copies of all approved permits required for the project.
- Maintain accounting records as follows:
 - a. Each volunteer should maintain a time sheet on each project component reflecting the days and number of hours worked.
 - b. Receipts for all cash purchases with the vendors name, address, phone number, item(s) purchased, the date and method of the purchase as well as proof of payment.
 - c. Documentation of volunteer professional services being provided including a written scope of work (deliverables, estimated time necessary to complete the project and current cost of providing the services). Any discount given should be submitted on company letterhead.
- Repair all damages incurred to adjacent properties and to features of the right of way (sidewalks, vegetation, temporary repairs to benches, lights, signs, statues, etc.) as a result of project implementation.

After Project Completion

The following information must be submitted within 30 days of the project completion:

- Ongoing maintenance should be provided consistent with the plan presented within the application. The project area remains a maintenance responsibility of the grantee. It is not the County's intent to acquire additional maintenance responsibilities as a result of the grant projects. However, Palm Beach County will continue its current level of maintenance service in and around the project site after project implementation is completed, if applicable.
- A written final project report summarizing the work completed, including photographs of the completed project, copies of the Hold Harmless Agreements for the volunteers, final list of volunteers working on the project, accounting of the expenditure of the cash match, etc. The final report shall be submitted within 12 months of the grant award and not to exceed 30 days after project completion unless a written request for an extension is received and approved by the County.

SPECIAL REQUIREMENTS NPG PROJECTS

Necessary Permits

In unincorporated Palm Beach County, a "building permit" is required for any man-made structure being built, installed, or permanently affixed to the ground whether on private property or in the (public) County Right-of-Way. Examples of a structure would include, but not be limited to neighborhood signs, fences, walls, fountains, gazebos, sheds, etc. In addition, all construction work must be performed by a properly licensed contractor, in accordance with Palm Beach County's construction licensing requirements.

All NPG approved projects must be constructed in accordance with all applicable federal, state and local laws. All projects built on property owned by a person or entity other than the grant applicant shall require written permission and releases from the property owner, whether public or private. Approved projects shall also require written permission and applicable permits from appropriate public agencies, i.e., Florida Dept. of Transportation, Palm Beach County Traffic Engineering, etc. Any necessary permits from applicable County Departments will be the sole responsibility of the applicants. To ensure the above listed is satisfied, the applicant must contact the applicable County permitting agencies (i.e., Zoning Division, Engineering Services, Building, etc.) for compliance with permitting standards and expectations.

Vendor Quotes

All proposed NPG recipients shall be required to provide a minimum of three (3) price quotes (bids) from vendors (contractors, consultants, suppliers of plant materials, etc) in support of the project. It should be noted that vendors who provide an initial cost estimate for the application are not guaranteed they will be awarded the contract work. It is the sole responsibility of the NPG applicants to approach material vendors and provide written documentation indicating their commitment to the proposed project scope. The price quotes (bids) should be for the same quantity of materials, supplies, and labor. All modifications to the approved vendor bids should be submitted in writing to the PBC Planning Division, for review and approval.

Insurance

As part of the formal Contract executed with Palm Beach County, all approved NPG recipients will be required to provide proof of insurance (a Certificate of Insurance) to cover the project development.

The County's Risk Management Department, prior to the initiation of work, will approve the type and dollar amount of insurance coverage. Normally, the minimum insurance requirements for the implementation of all NPG projects for legally organized organization are as follows:

A Commercial General Liability policy issued in the name of the Applicant Name with limits of at least \$500,000 per occurrence.

The policy must include an additional insured endorsement in favor of "Palm Beach County Board of County Commissioners"

The Certificate of Insurance must be issued to Palm Beach County Board of County Commissioners, c/o OCR Manager, OCR, 2300 North Jog Road, West Palm Beach, FL 33411.

A minimum 10 day notice of cancellation must be included.

2007-2008 PUBLIC PARTICIPATION AND SELECTION REVIEW PROCESS

As part of the public participation process for the Neighborhood Partnership Grant Program for FY 2007-2008, the following were undertaken:

1. On February 19, 2007 a press release was issued to advertise the Neighborhood Partnership Grant (NPG) Program and funding availability for FY 2007-2008. The OCR website was updated with a CCRT Eligibility Areas Map, NPG Pre-Application Workshops Schedule and NPG application. NPG application packages were mailed and e-mailed to community groups, interested organizations, County Commissioner's Aides, County Administration and interested County Departments. The NPG application packets contained instructions, information concerning the deadline, application submission requirements, eligibility criteria, matching contributions, technical assistance, and evaluation process.
2. Four (4) Pre-Application Workshops were held on March 20th, 21st, 27th and 30th, throughout the County, to discuss the NPG Program and provide technical assistance.
3. Letters were sent to applicants re: meeting eligibility criteria and notification of Application Review Meeting.
4. CCRT Staff provided technical assistance to six (6) community groups in preparation of their applications. Staff was also available to participate in any public meetings held by the community groups.
5. On August 23, 2007, NPG Application Review Committee members visited previous and current project sites.
6. On September 14th, 2007, notification of the September 26, 2007 Application Review Committee Recommendation Meeting along with notification of the November 6, 2007 BCC meeting were mailed.
7. On October 8th through 12th, 2007, applicants signed the Agreements.
8. On December 4, 2007, Grantees will attend an orientation meeting to go over billing, project changes, budget revisions, and program requirements.

SELECTION REVIEW PROCESS

An application review committee was formally established to include representatives from various County Departments, that may be involved or will be responsible for certain aspects of the proposed project, to review all applications and make recommendations on projects to be funded. The committee was staffed by representatives from: Solid Waste Authority (SWA), PZ&B Finance, Housing & Community Development, Zoning, Code Enforcement, Engineering, Building, OFMB and the Palm Beach County Sheriff's Office. Projects were screened using the following minimum eligibility criteria.

MINIMUM ELIGIBILITY CRITERIA

Eligible Applicants:

- Neighborhood/Business associations with 501(c)(3) tax status
- Neighborhood organizations/groups of residents who are interested in working on neighborhood projects.

Minimum Eligibility Criteria:

Proposed projects:

- Must be located in unincorporated Palm Beach County within one of the Eligible areas
- Must have support of adjacent property owners.
- Must provide at least a 50 - 50 match directly related to the **total project cost** including: cash, volunteer effort (sweat equity), materials, private grants or any combination of these. Proof of available cash must be verified by a bank statement and submitted with the application.

- d. **Project Visibility** - The proposed project will result in a visible enhancement to the neighborhood.

5 4 3 2 1 0

- e. **Project Maintenance** - The applicant provides a detailed maintenance plan including steps to be undertaken, a schedule, volunteer hours to be committed and frequency of maintenance. (Please rate the following on a scale from 0-5, (5) being the highest and (0) indicating the lowest).

5 4 3 2 1 0

Final Funding Recommendations

The results of the individual evaluations were compiled and a cumulative score of each project was presented at a public meeting of the Application Review Committee (ARC). During this meeting, all committee members had the opportunity to share their comments on each application, discuss and address any concerns and/or issues raised regarding project implementation, and reach consensus on recommended projects for funding. The ARC ensured the projects complied with all applicable County regulations and included conditional funding upon specific modifications to the project, when necessary.

Priority was given to neighborhoods not previously awarded a grant and/or projects that described a clear public benefit. Phasing of projects or multiyear projects were not accepted. Recommendations from the ARC will be presented to the BCC for final approval.

**2007-2008 Neighborhood Partnership Grant Program
Submitted Applications**

ATTACHMENT "3"

Neighborhood	Number of Applications	Applicant	Project Description	Requested Amount	Approved Amount	Decision
Glades Overlay	6	Belle Glade Housing Authority (Okeechobee Center)	Purchase of supplies for an after school program for community youth to enhance life skills, personal development and family values.	\$19,643.39	\$19,700.00	Approved
90 Homes at Lawrence	3	Homes At Lawrence	Installation of a steel 15x 30 shelter for the community park.	\$17,400.00	\$17,400.00	Approved
65 Kenwood Estates	3	Kenwood Estates	Purchase of equipment, supplies, and food for holiday community events.	\$18,965.66	\$0.00	Denied; The RC agreed that funding for this project should not be on an annual basis. The project was funded twice in the past and has relied solely on the County for purchasing items. The RC also agreed that any further funding should be of a clear visible public benefit to the community.
89 Lantana Trailer Park	3	Lantana Homes HOA	Installation of landscaping and irrigation in the Aurora Ct. Park	\$20,000.00	\$20,000.00	Approved
Various CCRT areas		Paint Your Heart Out Palm Beaches	Purchase of supplies for exterior painting and pressure cleaning of houses within CCRT neighborhoods.	\$10,000.00	\$10,000.00	Approved
Glades Overlay	6	The City of Belle Glade	Fencing, landscaping, swings, and other playground equipment in two tot lots located in Belle Glade.	\$19,976.80	\$20,000.00	Approved
			Total Grant Request	\$105,985.85	\$87,100.00	

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
BELLE GLADE HOUSING AUTHORITY
for the Neighborhood Partnership Grant Program**

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, hereinafter referred to as "COUNTY", and Belle Glade Housing Authority, a Florida Special District of the State authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose, and whose Federal Tax I.D. # is 59-6000126.

W I T N E S S E T H:

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 supplies and equipment for an after school program for community youth to enhance life skills, personal development and family values (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$ 19,700.00 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 22, 2007, 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 \$19,700.00 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 payments to an individual. Reimbursement payments will only be provided to AWARDEE. In no event shall payments and/or reimbursements made by COUNTY exceed

\$19,700.00 for this Project. AWARDDEE agrees that the extent of COUNTY's responsibility 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 November 6, 2007. 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 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 by Section 768.28, Florida Statutes 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 Florida Special District of the State.
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. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, 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. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, AWARDEE acknowledges to be self-insured for General 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 in lieu of exclusive reliance of self-insurance under Section 786.28, Florida Statutes, AWARDEE shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.
15. When requested, AWARDEE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.
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. 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, AWARDEE 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 AWARDEE: Alan Sullivan
Belle Glade Housing Authority
P.O. Box 577
Belle Glade, FL 33430

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

23. Failure of the AWARDEE 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.

Maria Gonzalez
Witness

By: Alan Sullivan

Maria Gonzalez
(printed name)

Alan Sullivan
(printed name)

[Signature]
Witness
Diane B. Woods
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Helgert
County Attorney

By: [Signature]
OCR Manager

EXHIBIT "A"



**Neighborhood Partnership Grant (NPG) Program
Scope of Work**

Applicant Name:

Belle Glade Housing Authority, Inc. (Okeechobee Center)

Project Title:

Okeechobee Center After School Program

Area Location:

8 Everglades Street, Belle Glade FL

Project Description:

Purchase of supplies for an after school program for community youth to enhance life skills, personal development and family values.

County funds recommended:

\$19,700.00

EXHIBIT "C"

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, _____, by _____ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood 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: _____

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

Please review the attached Applications(s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: Shreechubee Center

INSURANCE NEEDED: YES ☒ NO ☐

COMMENTS:

COI for


SIGNATURE OF REVIEWER

risk mgmt
TITLE OF REVIEWER

D. Cohen
PRINT NAME

10.1.07
DATE

10/23/2007 16:09 FAX

BROWN & BROWN

Sue Hrabovsky -> Crystal

002

2/2

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Brown & Brown Insurance
17757 US Highway 19 N, Ste 660
P.O. Box 2456
Clearwater FL 33757-2456
Phone: 727-461-6044 Fax: 727-442-7695

OP ID SH
BELLE13

DATE (MM/DD/YYYY)
10/23/07

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
Belle Glade Housing Authority
P.O. Box 577
1204 N.W. Avenue I Terrace
Belle Glade FL 33430-0577

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Essex Insurance Company	39020
INSURER B:	Auto-Owners Insurance Co*	18988
INSURER C:	FFVA Mutual Insurance Company	10385
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.

LINE	ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	ARTX001295	10/01/07	10/01/08	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea Occurrence)
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				\$ 1000000
		GENERAL AGGREGATE LIMIT APPLIES PER:				\$ 50000
B		AUTOMOBILE LIABILITY	BINDER AUTO OWNERS	10/01/07	10/01/08	MED EXP (Any one person)
		<input checked="" type="checkbox"/> ANY AUTO				\$ Excluded
		<input type="checkbox"/> ALL OWNED AUTOS				PERSONAL & ADV INJURY
		<input type="checkbox"/> SCHEDULED AUTOS				\$ 1000000
C		GARAGE LIABILITY				GENERAL AGGREGATE
		<input type="checkbox"/> ANY AUTO				\$ 2000000
		EXCESS/UMBRELLA LIABILITY				PRODUCTS - COMP/OP AGG
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$ 2000000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC84000191142007A	10/01/07	10/01/08	EMP BEN.
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				1000000
		If yes, describe under SPECIAL PROVISIONS below				COMBINED SINGLE LIMIT (Ea accident)
		OTHER				\$ 1000000
E						BODILY INJURY (Per person)
						\$
						BODILY INJURY (Per accident)
						\$
F						PROPERTY DAMAGE (Per accident)
						\$
						AUTO ONLY - EA ACCIDENT
						\$
G						OTHER THAN AUTO ONLY: EA ACC
						\$
						AGG
						\$
H						EACH OCCURRENCE
						\$
						AGGREGATE
						\$
I						DEDUCTIBLE
						\$
						RETENTION
						\$
J						WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
						ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
						If yes, describe under SPECIAL PROVISIONS below
						OTHER
K						STATUTORY LIMITS
						\$
						E.L. EACH ACCIDENT
						\$ 1000000
L						E.L. DISEASE - EA EMPLOYEE
						\$ 1000000
						E.L. DISEASE - POLICY LIMIT
						\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Palm Beach County, Board of Commissioners
2300 N Jog Road
West Palm Beach FL 33409

PA1MB31

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

Steph...

CORD 25 (2001/08)

© ACORD CORPORATION 1988

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
HOMES AT LAWRENCE HOMEOWNERS ASSOCIATION, INC.
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 Homes at Lawrence Homeowners 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 650035072.

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 a steel shelter at the Homes at Lawrence community park (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$17,400.00 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 22, 2007, 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 \$ 17,400.00 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 payments to an individual. Reimbursement payments will only be provided to AWARDEE. In no event shall payments and/or reimbursements made by COUNTY exceed

\$17,400.00 for this Project. AWARDDEE agrees that the extent of COUNTY's responsibility 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 November 6, 2007. 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 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 and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE 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. AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage to, Ruth Moguillansky-De Rose, Principal Planner, Palm Beach County Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.
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. 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
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDDEE: Easemera Brown
7395 Willow Springs Circle E
Boynton Beach, FL 33414

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.

Vernie Sullivan
Witness

VERNIE Sullivan
(printed name)

Natalie R Fazio
Witness

Natalie R Fazio
(printed name)

By: Easemera E Brown

EASEMERA E BROWN
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Delgant
County Attorney

By: [Signature]
OCR Manager

EXHIBIT "A"



**Neighborhood Partnership Grant (NPG) Program
Scope of Work**

Applicant Name:

Homes At Lawrence HOA

Project Title:

Homes At Lawrence Revitalization Program

Area Location:

7395 Willow Springs Circle, Boynton Beach, FL 33436

Project Description:

Purchase and installation of a pavilion for the Homes At Lawrence community park. Installation will be done by contractors.

County funds recommended: 17,400.00

HOMES AT LAWRENCE- 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)		
Pavilion installation										
				TOTALS					17,400.00	
Volunteer Hours (number of volunteers X hours worked)										
				TOTAL (e)						
Total Volunteer Hours in dollars (e)										
Total Applicant Match (a+b+c+e)										
Total Grant Request (d)					17,400.00					
Total Project Cost (a+b+c+d+e)										

EXHIBIT "C"

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, _____, by _____ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood 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: _____

RISK MANAGEMENT INSURANCE VERIFICATION FORM

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

8/31/07

DATE

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JL HOMESIA	DATE (MM/DD/YYYY) 03/30/07
PRODUCER FLORIDA CONSOLIDATED AGY, INC. D/B/A FIDELITY INSURANCE 14145 U.S. Highway One Juno Beach FL 33408 Phone: 561-775-7180 Fax: 561-775-7186		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 HOMES OF LAWRENCE HOA, INC. C/O CMC Management 2994 Jog Rd. Greenacres FL 33467		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Scottdale 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.							
WORKERS COMP LTR INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CLS1340275	03/06/07	03/06/08	EACH OCCURRENCE	\$ 1000000	
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000	
					MED EXP (Any one person)	\$ 5000	
					PERSONAL & ADV INJURY	\$ 1000000	
					GENERAL AGGREGATE	\$ 2000000	
					PRODUCTS - COMP/OP AGG	\$ 1000000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$	
					EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
						\$	
					WC STATUTORY LIMITS	OTHER	
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	

By [Signature] **APPROVED**
RISK MANAGEMENT DEPT.

DATE 3/30/07

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CONDO ASSOC. *30 days notice workers comp
Certificate Holder is Named as Additional Insured on the General Liability.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2700 6th Ave South Lake Worth FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING COMPANIES SHALL 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. <u>[Signature]</u> AUTHORIZED REPRESENTATIVE
--	---

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
LANTANA HOMES HOMEOWNERS ASSOCIATION, INC.
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 Lantana Homes Homeowners 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 650035067

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 landscaping and irrigation in the Aurora Court Park (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 22, 2007, 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 payments 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. AWARDDEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

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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.

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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.
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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: Bill Cox
5671 Ithaca Court
Lake Worth, FL 33463

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)

Vernie Sullivan
Witness

VERNIE Sullivan
(printed name)

By: William J. Cox Sr.

WILLIAM J. COX SR, PRES
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

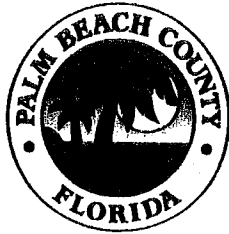
Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Delgado
County Attorney

By: Shirley L. Tate
OCR Manager

EXHIBIT "A"



**Neighborhood Partnership Grant (NPG) Program
Scope of Work**

Applicant Name:
Lantana Homes HOA

Project Title:
Lantana Homes HOA

Area Location:
5860 Aurora Court Lake Worth, FL 33454

Project Description:
Installation of landscaping and irrigation in the Aurora Ct. Park. Installation will be done by contractors.

County funds recommended: \$20,000.00

LANTANA HOMES- PROJECT BUDGET FORM

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources			Grant Request (d)					
						Applicant Match								
						Cash (a)	Donations (b)	Private Grants (c)						
CATERING														
LANDSCAPING														
IRRIGATION														
WELL INSTALLATION														
				TOTALS					20,000					
Volunteer Hours (number of volunteers X hours worked)														
				TOTAL (e)										
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)														

EXHIBIT "C"

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, _____, by _____ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood 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: _____

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

Please review the attached Applications(s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: Lantano Homes HOA

INSURANCE NEEDED: Yes ☒ No ☐

COMMENTS:

~~Attached COI not ok~~

~~① Gen'l LIA expired on 8/15/07~~

~~② Coverage not included to add'l insd.~~

[Signature]
10/1/07

[Signature]
SIGNATURE OF REVIEWER

mgr, R/m
TITLE OF REVIEWER

[Signature]
PRINT NAME RISK MGMT.
Received

8/31/07
DATE

SEP 20 2007

DEPT.

16:21 SEP 17, 2007 ID: CHELSEA

FAX NO: 6940004

#59399 PAGE: 1/1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2007

PRODUCER B&B INSURANCE AGENCY INC 412 N DIXIE HWY LANTANA, FL 33462		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 LANTANA HOMES HOMEOWNERS ASSO., INC. P O BOX 542331 LAKE WORTH, FL 33454		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: HERMITAGE 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.

TYPE OF INSURANCE	POLICY NUMBER	DATE	DATE	LIMITS												
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	HCP506986-07	08/15/07	08/15/08	<table border="1"><tr><td>EACH OCCURRENCE</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (EA OCCUR/PER)</td><td>\$0,000</td></tr><tr><td>MED EXP (Any one person)</td><td>1,000</td></tr><tr><td>PERSONAL & ADJ INJURY</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMPLETE AGG</td><td>INCLUDED</td></tr></table>	EACH OCCURRENCE	1,000,000	DAMAGE TO RENTED PREMISES (EA OCCUR/PER)	\$0,000	MED EXP (Any one person)	1,000	PERSONAL & ADJ INJURY	1,000,000	GENERAL AGGREGATE	2,000,000	PRODUCTS - COMPLETE AGG	INCLUDED
EACH OCCURRENCE	1,000,000															
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PERSONAL & ADJ INJURY	1,000,000															
GENERAL AGGREGATE	2,000,000															
PRODUCTS - COMPLETE AGG	INCLUDED															
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				<table border="1"><tr><td>COMBINED SINGLE LIMIT (EA ACCIDENT)</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (EA ACCIDENT)		BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																
AGGREGATE																
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"><tr><td>EL EACH ACCIDENT</td><td></td></tr><tr><td>EL DISEASE - EMPLOYEE</td><td></td></tr><tr><td>EL DISEASE - PROPRIETOR</td><td></td></tr></table>	EL EACH ACCIDENT		EL DISEASE - EMPLOYEE		EL DISEASE - PROPRIETOR							
EL EACH ACCIDENT																
EL DISEASE - EMPLOYEE																
EL DISEASE - PROPRIETOR																
OTHER PROPERTY - SPECIAL, ACV, 80% COINSURANCE	HCP506986-07	08/15/07	08/15/08	PLAYGROUND EQUIP: \$20,000 DED: \$1,000 EACH AND EVERY LOSS												

DESCRIPTION OF OPERATION/LOCATION/VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
HOMEOWNERS ASSOCIATIONCERTIFICATE HOLDER IS ALSO LISTED AS ADDITIONAL INSURED
*EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM

RE: SUB STATION LOC: 5800 AURORA CT., LAKE WORTH, FL 33463

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS C/O OCR MGR., OCR
2300 JOG ROAD
WEST PALM BEACH, FL 33411RISK MGMT.
Received

SEP 20 2007

DEPT.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL, 30 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

AUTHORIZED REPRESENTATIVE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PAINT YOUR HEART OUT PALM BEACH COUNTY, INC
for the Neighborhood Partnership Grant Program**

THIS AGREEMENT is made and entered into this ____ day of ' ____ 200⁷~~06~~, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Paint Your Heart Out Palm Beach County, 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 650631738

W I T N E S S E T H:

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 supplies for exterior painting and pressure cleaning equipment for houses within CCRT neighborhoods (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$10,000.00 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 22, 2007, 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 \$ 10,000.00 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 payments to an individual. Reimbursement payments will only be provided to AWARDEE. In no event shall payments and/or reimbursements made by COUNTY exceed

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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.

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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.

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

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. 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, AWARDEE 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 AWARDEE: Joanna Aiken
7501 N Jog Road
West Palm Beach, FL 33412

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

23. Failure of the AWARDEE 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.

Diane Godfrey
Witness

Diane Godfrey
(printed name)

Aurora R. Ortiz
Witness

Aurora R. Ortiz
(printed name)

By: Joanna Aiken

Joanna Aiken
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Delgant
County Attorney

By: Horst L. Jato
OCR Manager

EXHIBIT "A"



Neighborhood Partnership Grant (NPG) Program Scope of Work

Applicant Name:

Paint Your Heart Out Palm Beach, Inc.

Project Title:

Paint Your Heart Out Palm Beaches

Area Location:

7501 North Jog Road West Palm Beaches, FL 33410

Project Description:

Purchase of supplies for exterior painting and pressure cleaning of houses within CCRT neighborhoods. Painting and pressure cleaning will be done by volunteers and homeowners.

County funds recommended:

\$10,000.00

PAINT YOUR HEART OUT- PROJECT BUDGET FORM

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources			Grant Request (d)					
						Applicant Match								
						Cash (a)	Donations (b)	Private Grants (c)						
PAINTING														
SUPPLIES														
PRESSURE														
CLEANER														
				TOTALS					10,000					
Volunteer Hours (number of volunteers X hours worked)														
				TOTAL (e)										
Total Volunteer Hours in dollars (e)														
Total Applicant Match (a+b+c+e)														
Total Grant Request (d)														
Total Project Cost (a+b+c+d+e)														

EXHIBIT "C"

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, _____, by _____ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood 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: _____

RISK MANAGEMENT INSURANCE VERIFICATION FORM

APPLICANT: Paint Your Heart Out

COMMENTS:

8/31/07
DATE

DATE (MM/DD/YYYY)
10/17/2007

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.

NAIC #

41297

INSURER B:

INBURER C.

INSURER D:

INSURER E:

INSURED Paint Your Heart Out Palm Beach County
C/O Goldberg, Jacobs & Co.
2161 Palm Bch Lakes Blvd #450
W. Palm Beach, FL 33409

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.

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	CL51428360	10/14/2007	10/14/2008	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 100,000
					MBD EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					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	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
					EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If Yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS	OTH- ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS				
Certificate Holder is listed as additional insured for general liability only, as required by contract				

CERTIFICATE HOLDER

Palm Beach County Board of County Comm.
Office of Community Revitalization
2300 N Jog Road
West Palm Beach, FL 33411

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENCY OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joseph Grillo/ASMITA

MACORD CORPORATION 1988

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
CITY OF BELLE GLADE
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 City of Belle Glade, a municipality, located in Palm Beach County, Florida hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 59600275.

W I T N E S S E T H:

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 refurbishment project of two tot lots, which includes the purchase of fencing, landscaping, swings, and other playground equipment located on N.E. 21st Street and N.E. 30th Street (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 22, 2007, 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 payments 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 under this Agreement shall be limited solely to funding, as stated above.

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 AWARDEE's matching contributions so that 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 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 November 6, 2007. 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 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 by Section 768.28, Florida Statutes, 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. To the extent permitted by law, and without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, 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. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, AWARDDEE acknowledges to be self-insured for General 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 AWARDDEE maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Section 786.28, Florida Statutes, AWARDDEE shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.
14. When requested, AWARDDEE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.
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. 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
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDDEE: Donald D. Garrett, Mayor
110 Martin Luther King Blvd., West
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.

Gary Folds
Witness

Gary Folds
(printed name)

[Signature]
Witness

L. Toner
(printed name)

By: [Signature]

DONALD D GARNETT
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Helgand
County Attorney

By: [Signature]
OCR Manager

EXHIBIT "A"



Neighborhood Partnership Grant (NPG) Program Scope of Work

Applicant Name:

The City of Belle Glade

Project Title:

Tot Lot N.E. 21st and N.E. 30th Street

Area Location:

110 Dr. Martin Luther King Jr. Blvd. Belle Glade, FL
33430

Project Description:

Installation of fencing, landscaping and playground equipment, to tot lots located in Belle Glade. The installation will be done by contractors and volunteers.

County funds recommended:

\$20,000.00

EXHIBIT "C"

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, _____, by _____ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood 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: _____

RISK MANAGEMENT INSURANCE VERIFICATION FORM

DATE _____

Jun. 22. 2007 2:35PM CITY OF BELLE GLADE
From: World Risk Management 4074452868

No. 7841 P. 2
08/22/2007 01:12 #016 P.002/003

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2007

PRODUCER (407)445-2414 FAX: (407)445-2868

World Risk Management, LLC

141 Terra Mango Loop

Ste A

Orlando

FL 32835

INSURED

City of Belle Glade

110 Dr. Martin Luther King, Jr. Blvd West

Belle Glade

FL 33430

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Public Risk Management

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.

GENERAL LIABILITY		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE	\$	
A		PRM 06-010	10/1/2006	4/1/2008	DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 2,000,000	
					MED EXP (Any one person)	\$ Excluded	
					PERSONAL & ADV INJURY	\$ 2,000,000	
					GENERAL AGGREGATE	\$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/PROP AGG	\$ 2,000,000	
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY		PRM 06-010	10/1/2006	4/1/2008	COMBINED SINGLE LIMIT (Per accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)				\$	
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
Hired Autos							
Non-Owned Autos							
GARAGE LIABILITY							
<input type="checkbox"/> ANY AUTO		By <u>APPROVED</u>				AUTO ONLY - EA ACCIDENT	\$
		RISK MANAGEMENT DEPT.				OTHER THAN AUTO ONLY: EA AGG	\$
EXCESS/UMBRELLA LIABILITY						AGG	\$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		DATE <u>8/31/07</u>				EACH OCCURRENCE	\$
<input type="checkbox"/> DEDUCTIBLE						AGGREGATE	\$
RETENTION \$							\$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							\$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		PRM 06-010	10/1/2006	4/1/2008	<input checked="" type="checkbox"/> NO STATIL TORY LIMITS <input type="checkbox"/> OTHER	EI EACH ACCIDENT	\$
If yes, describe under SPECIAL PROVISIONS below						EI DISEASE - EA EMPLOYEE	\$
OTHER						EI DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
Palm Beach County Neighborhood Partnership Grant Program

CERTIFICATE HOLDER

(561) 233-5365

cmatthews@pb.gov.com

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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
Andrew Cooper/PATTY

A. Cooper

CORD 25 (2001/08)

ISO25 (01/02) 08a

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Page 1 of 9