

3A-2

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 18, 2007 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Department: County Administration

Submitted By: County Administration

Submitted For: Office of Community Revitalization

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Termination of (R2007-1248) agreement with Ilene Long, an individual representing Old Trail Community Group, which provided for a Resident's Education to Action Program grant in the amount of Two-Thousand Five Hundred Dollars (\$2,500), for the implementation of a street sign topper project; and

B) an Agreement with Ilene Long, an individual representing Old Trail Community Group, in an amount not-to-exceed Two Thousand Five Hundred Dollars (\$2,500) to install an informational bulletin board at Old Trail Park.

SUMMARY: On August 21, 2007, the Board of County Commissioners (Board) approved an Agreement (R-2007-1248) with Ilene Long, an individual representing Old Trail Community Group, in an amount not-to-exceed Two Thousand Five Hundred Dollars (\$2,500), to install neighborhood street sign toppers. After further review by the Engineering Department, it was determined the street sign toppers project could not be implemented as proposed. Since the street sign toppers project could not be implemented, Ilene Long submitted a new project to the Office of Community Revitalization (OCR) for approval. The new project consists of the installation of an informational bulletin board at Old Trail Park, which is now being presented to the Board for approval. District 2 (AH)

Background and Justification: On October 17, 2006, the Board authorized the allocation of \$60,000 to the OCR for the implementation of the Resident Education to Action Program ("REAP"). REAP is a six (6) week session which provides organizational and technical support to residents and neighborhood organizations that are seeking to improve the quality of life within their communities. Ilene Long, an individual representing Old Trail Community Group, participated in REAP and was awarded funding on August 21, 2007, in an amount not-to-exceed Two Thousand Five Hundred Dollars (\$2,500) to install neighborhood street sign toppers. After further review by the Engineering Department, it was determined this project could not be implemented. The Agreement being presented to the Board for the installation of a bulletin board in Old Trail Park takes the place of the original agreement approved by the Board on August 21, 2007.

Attachments:

1. Termination Agreement with Ilene Long
2. Original Agreement with Ilene Long dated August 21, 2007 (R2007-1248)
3. Agreement with Ilene Long to install an informational bulletin board at Old Trail Park

Recommended by:  Date: 11/19/07
Department Manager
Approved By:  Date: 12/18/07
Deputy County Administrator

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>2,500</u> | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>2,500</u> | ===== | ===== | ===== | ===== |
| # ADDITIONAL FTE | | | | | |
| POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included In Current Budget? Yes X No _____
Budget Account No.: Fund 3900 Department 366 Unit X089 Object 8201

Reporting Category

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

C. Departmental Fiscal Review: *Pat Higgins*

III. REVIEW COMMENTS

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

Jim O'Neil 11-20-07
OFMB
11/20/07 *11/20* *11/20/07*

Jim J. Jacobs 11/29/07
Contract Dev. and Control
11/29/07

B. Legal Sufficiency:

Anne Delgant 12-3-07
Assistant County Attorney

The termination and new contract comply with our review requirements

C. Other Department Review:

Department Director

**AGREEMENT TO TERMINATE
RESIDENT'S EDUCATION TO ACTION PROGRAM FUNDING AGREEMENT
BETWEEN PALM BEACH COUNTY AND ILENE LONG**

This Agreement (the "Agreement") is made and entered into on the _____ day of _____ 2007 by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and Ilene Long, an individual representing Old Trail Community Group, (the "AWARDEE").

WITNESSETH:

WHEREAS, COUNTY and AWARDEE entered into a Resident's Education to Action Program funding Agreement on August 21, 2007 (R-2007-1248) (the "REAP Agreement"); and

WHEREAS, the project funded pursuant by the REAP Agreement cannot be implemented, so COUNTY and AWARDEE desire to terminate the REAP Agreement; and

WHEREAS, it is in COUNTY's and AWARDEE's best interest to terminate said REAP Agreement.

NOW, THEREFORE, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby terminate, cancel and extinguish the REAP Agreement, and do hereby mutually agree AWARDEE shall be liable to COUNTY for any and all claims or causes of action which may have arose from the REAP Agreement prior to the date of this Agreement.
3. This Agreement shall be effective upon execution of the parties hereto.

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

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson



**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Anne Helgand
Assistant County Attorney

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

WITNESSES:


Signature
La Toya Bickert
Print Name

Signature
Crystal Matthews
Print Name

AWARDEE: Ilene Long

By: Ilene W. Long
Signature
Ilene W. Long
Print Name

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ILENE LONG, AN
INDIVIDUAL REPRESENTING OLD TRAIL COMMUNITY GROUP FOR FUNDING OF
THE STREET SIGN TOPPERS PROJECT**

AUG 21 2007

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Ilene Long, an individual representing Old Trail Community Group, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 13, 2007 to April 17, 2007; and

WHEREAS, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of the "Street Sign Toppers Project"; and

WHEREAS, County has selected AWARDEE's Street Sign Toppers Project to receive funding for implementation; and

WHEREAS, County desires to provide AWARDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to help offset expenses toward AWARDEE's implementation of its Street Sign Toppers Project; and

WHEREAS, implementation of AWARDEE's Street Sign Toppers Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to AWARDEE for reimbursement of costs related to the "Street Sign Toppers Project" as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit A. AWARDEE shall abide by any written instructions or conditions placed on the Project by the County.

3. County will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

4. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.

6. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.

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

8. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 7 above.

9. AWARDDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.

10. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for

any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.

11. 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.

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

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. 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. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. 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 the 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 arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

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

16. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. 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.

17. The County and AWARDDEE 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.

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

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

20. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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:

Palm Beach County Office of Community Revitalization
Houston L. Tate, OCR Manager
2300 Jog Road
West Palm Beach, Florida 33406

As to AWARDDEE:

Old Trail Community Group
Ilene Long
4664 Alberta Avenue
West Palm Beach, FL 33417

22. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

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

R2007.1.48

AUG 21 2007

ATTEST:

SHARON R. BOCK, Clerk &
Comptroller

By: Nancy Powell

Deputy Clerk

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

By: Addie L. Greene

Addie L. Greene, Chairperson



WITNESSES:

Christ Mathias

Witness Signature

L. Lopez Rickard

Witness Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Anne Delgant

County Attorney

AWARDEE

By: Ilene Long

Ilene Long (printed name)

Ilene Long

Ilene Long (Signature)

APPROVED AS TO TERMS AND
CONDITIONS

By: Houston L. Tate

Houston L. Tate, Manager

Office of Community Revitalization



EXHIBIT "A"

**Palm Beach County
Office of Community Revitalization
Resident Education to Action Program (REAP)
"America's Next Top Neighborhood Award Program"**

SCOPE OF WORK

Applicant Name:

Ilene Long, an individual representing Old Trail Community Group

Project Title:

Street Sign Toppers Project

Area Location:

Project will be located throughout Old Trail Community situated off of Military Trail incorporation West Palm Beach.

Project Description:

The "Street Sign Toppers" is a community project presented by Ilene Long, an individual representing Old Trail Community Group. The purpose of this project is to provide Street Toppers bearing the name of the community to be installed on top of the existing street signs in the Old Trail Community. The significance of the Street Toppers will demonstrate the resident's pride in making their neighborhood an enjoyable and safer place to live. The sign topper will also to define the boundaries of the Old Trail neighborhood.

- | | |
|-----------------------------------|-------------|
| • County funds requested: | \$ 2,500.00 |
| • Applicant's cash match: | \$ 0 |
| • Total Applicant's contribution: | \$ 3814.00 |
| • Total Project Cost: | \$ 6364.00 |



Exhibit B

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

REQUEST FOR PAYMENT FORM

Date _____

Project Name _____

Project Coordinator _____

Address _____

Reason for request _____

Amount being requested \$ _____

Recipient of disbursed funds:

Name _____

Address _____

Telephone # _____

Attach **original** receipt(s) and/or invoice(s)

Deliver / Mail to:

LaToya Ricketts
Palm Beach County Administration
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

For financial information regarding your Resident Education to Action Program (REAP)
Grant project, please call Vicki White at 233-5026.

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 Residents Education To Action Program (REAP) Grant ("Grant") to allow the "Street Sign Toppers Project" project presented by Ilene Long, an individual representing Old Trail Community Group 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: _____

Resident Education to Action Program (REAP)
"America's Next Top Neighborhood Award Project"

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: Ilene Long an individual representing Old Trail Community Group

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS:

Risk Management is agreeable to waiving the insurance requirement for Ilene Long an individual representing Old Trail Community. The "Street Sign Toppers" is a community project presented by Old Trail Community Group. The purpose of this project is to provide Street Toppers bearing the name of the community to be installed on top of the excising street signs in the Old Trail Community. The significance of the Street Toppers will demonstrate the resident's pride in making their neighborhood an enjoyable and safer place to live. The sign topper will also to define the boundaries of the Old Trail neighborhood.



SIGNATURE OF REVIEWER

mgr

TITLE OF REVIEWER

PALM BEACH COUNTY
RISK MANAGEMENT DEPARTMENT
CASUALTY INSURANCE SECTION
160 AUSTRALIAN AVE SUITE 401
WEST PALM BEACH, FL 33406



PRINT NAME

7/3/07

DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ILENE LONG, FOR
FUNDING OF OLD TRAIL PARK INFORMATIONAL BULLETIN BOARD PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Ilene Long, an individual, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 13, 2007 to April 17, 2007; and

WHEREAS, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of an "Old Trail Park Informational Bulletin Board"; and

WHEREAS, County selected AWARDEE's Old Trail Park Informational Bulletin Board Project to receive funding for implementation; and

WHEREAS, County desires to provide AWARDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to help offset expenses toward AWARDEE's implementation of its Old Trail Park Informational Bulletin Board; and

WHEREAS, implementation of AWARDEE's Old Trail Park Informational Bulletin Board Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to AWARDEE for reimbursement of costs related to the "Old Trail Park Informational Bulletin Board Project" as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit A. AWARDEE shall abide by any written instructions or conditions placed on the Project by the County.

3. County will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

4. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.

6. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.

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

8. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 7 above.

9. AWARDDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.

10. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for

any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.

11. 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.

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

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. 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. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. 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 the 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 arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

16. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. 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.

17. The County and AWARDDEE 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.

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

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

20. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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:

Palm Beach County Office of Community Revitalization
Houston L. Tate, OCR Manager
2300 North Jog Road
West Palm Beach, Florida 33406

As to AWARDDEE:

Ilene Long
Old Trail Community Group
4664 Alberta Avenue
West Palm Beach, FL 33417

22. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

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

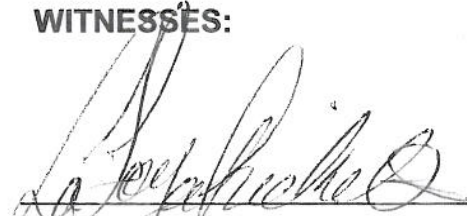
ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

By: _____
Deputy Clerk


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

By _____
Addie L. Greene, Chairperson

WITNESSES:



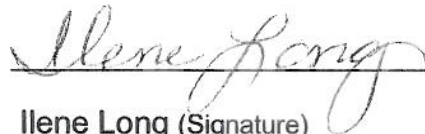
Witness Signature



Witness Signature

AWARDEE

By: Ilene Long
Ilene Long (printed name)

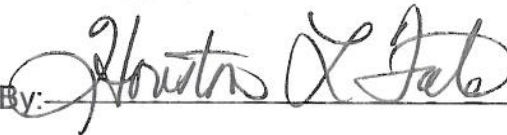


Ilene Long (Signature)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Anne Idelmont
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 

Houston L. Tate, Manager
Office of Community Revitalization



EXHIBIT "A"

**Palm Beach County
Office of Community Revitalization
Resident Education to Action Program (REAP)
"America's Next Top Neighborhood Award Program"**

SCOPE OF WORK

Applicant Name:

Ilene Long, an individual representing Old Trail Community Group

Project Title:

Old Trail Park Informational Bulletin Board Project

Area Location:

Project will be located throughout Old Trail Community situated off of Military Trail incorporation West Palm Beach.

Project Description:

The "Old Trail Park Informational Bulletin Board Project" is a community project presented by Ilene Long, an individual representing Old Trail Community Group. The purpose of this project is to provide an informational bulletin board bearing the name of the community to be installed in the newly constructed Old Trail Community Park. The significance of the Old Trail Park Informational Bulletin Board will be to allow information to disseminate among area residents. Residents will have the opportunity to display flyers, brochures and other news worthy documents regarding community meeting and other neighborhood reports. This bulletin board will allow local residents to keep abreast of what is going on in the Old Trail Neighborhood. This project will demonstrate the resident's pride in making their neighborhood an enjoyable and safer place to live.

- | | |
|-----------------------------------|-------------|
| • County funds requested: | \$ 2,500.00 |
| • Applicant's cash match: | \$ 0 |
| • Total Applicant's contribution: | \$ 3736.00 |
| • Total Project Cost: | \$ 6236.00 |



Exhibit B

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

REQUEST FOR PAYMENT FORM

Date _____

Project Name _____

Project Coordinator _____

Address _____

Reason for request _____

Amount being requested \$ _____

Recipient of disbursed funds:

Name _____

Address _____

Telephone # _____

Attach **original** receipt(s) and/or invoice(s)

Deliver / Mail to:

LaToya Ricketts
Palm Beach County Administration
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

For financial information regarding your Resident Education to Action Program (REAP) Grant project, please call Vicki White at 233-5026.

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 Residents Education To Action Program (REAP) Grant ("Grant") to allow the "Street Sign Toppers Project" project presented by Ilene Long, an individual representing Old Trail Community Group 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: _____

**Resident Education to Action Program (REAP)
"America's Next Top Neighborhood Award Project"**

**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.

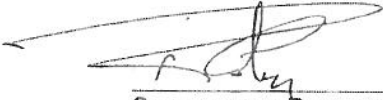
APPLICANT: OLD TRAIL COMMUNITY GROUP

SCOPE OF PROJECT: The "Old Trail Park Informational Bulletin Board Project" is a community project presented by Ilene Long, an individual representing Old Trail Community Group. The purpose of this project is to provide an informational bulletin board bearing the name of the community to be installed in the newly constructed Old Trail Community Park. The significance of the Old Trail Park Informational Bulletin Board will be to allow information to disseminate among area residents. Residents will have the opportunity to display flyers, brochures and other news worthy documents regarding community meeting and other neighborhood reports. This bulletin board will allow local residents to keep abreast of what is going on in the Old Trail Neighborhood.

INSURANCE NEEDED: YES ☐

NO ☒

COMMENTS:


SIGNATURE OF REVIEWER

11/16/07
DATE

Pol Ins Mgr
TITLE OF REVIEWER

Sharon Cohen
PRINT NAME

DATE