

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

Agenda Item #: 3A-

1

AGENDA ITEM SUMMARY

Meeting Date: July 22, 2008      ☒ 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 a motion to approve: A) an Agreement with Iglesia Bautista Independiente Emanuel, Inc. in an amount not-to-exceed \$2,200 for expenses related to the Overjoyed Landscaping Project; B) an Agreement with NOAH Development Corporation in an amount not-to-exceed \$2,500 for expenses related to the NOAH Senior's Development Project; C) an Agreement with Housing Partnership, Inc. in an amount not-to-exceed \$2,200 for expenses related to the Community Comp Project; D) an Agreement with Kimberly Erickson, an individual representing the Canal Point Community Group, in an amount not-to-exceed \$1,700 for expenses related to the Something To Talk About Project; E) an Agreement with The Urban League of Palm Beach County, Inc. in an amount not-to-exceed \$2,500 for expenses related to the UL Neighborhood Gardening & Beautification Project; F) an Agreement with Demetrius Jacques, an individual representing the Gramercy Park Coalition, in an amount not-to-exceed \$2,500 for expenses related to the Trash Cans Beautification Project; G) an Agreement with Housing Partnership, Inc. in an amount not-to-exceed \$2,500 for expenses related to the Community Circle Project; H) an Agreement with Modern Villas Homeowner's Association, Inc. in an amount not-to-exceed \$2,000 for expenses related to the Neighborhood Watch and New Community Lights Project; I) an Agreement with Paint Your Heart Out Palm Beach County, Inc. in an amount not-to-exceed \$2,500 for expenses related to the Paint Your Heart Out Project; J) an Agreement with Lake Worth West Resident Planning Group, Inc. in an amount not-to-exceed \$2,500 for expenses related to the Lake Worth West Back to School Bash Project; K) an Agreement with Ericka Gonder, an individual representing the Parson Heights Community Group, in an amount not-to-exceed \$2,500 for expenses related to the Shared Vision Project; L) an Agreement with Rebuilding Together of the Palm Beaches, Inc. in an amount not-to-exceed \$2,500 for expenses related to the Rebuilding Together Project; and M) an Agreement with Youth Empowerment Inc. in an amount not-to-exceed \$2,000 for expenses related to the G.R.O.W. Night Project. Countywide. (AH)

**Summary:** The Resident Education to Action Program (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. On December 18, 2007, the Board of County Commissioners (BCC) authorized the allocation of \$30,000 by the Office of Community Revitalization (OCR) for Fiscal Year 2007-2008 for the implementation of the REAP. The Agreements being submitted represent the REAP projects selected by the OCR Manager to receive grant funding

**Background and Justification:** On September 13, 2005, the BCC authorized the OCR to make eligible for REAP grant funding all participating neighborhoods from both unincorporated Palm Beach County and selected neighborhoods within municipal boundaries. This fiscal year, the OCR implemented two (2) six (6) week REAP sessions. One six (6) week REAP session was conducted in the Glades/Lake Region from January 24<sup>th</sup> through February 28, 2008, and the other six (6) week REAP session was held in central Palm Beach County from March 18<sup>th</sup> through April 22, 2008. The OCR Manager is recommending grant funding for the implementation of thirteen (13) projects that were submitted for consideration as part of the community action plan developed during the six (6) week REAP session. This will be the third year, since the program creation, that OCR seeks to financially assist the participating neighborhoods. A total of Thirty Thousand One Hundred Dollars (\$30,100) will be awarded in REAP grant funding if the grant agreements are approved by the BCC. All funds will be draw from the general REAP Account.

**Attachments:**  
I. Grant Agreements

Recommended by: [Signature]      Date: 6/23/08  
Department Manager

Approved By: [Signature]      Date: 7/19/08  
Deputy County Administrator

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

#### Fiscal Years

	2008	2009	2010	2011	2012
Capital Expenditures	30,100	—	—	—	—
Operating Costs	—	—	—	—	—
External Revenues	—	—	—	—	—
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
NET FISCAL IMPACT	30,100	—	—	—	—

# ADDITIONAL FTE  
POSITIONS (Cumulative) —

Is Item Included In Current Budget? Yes ☒ No ☐

Budget Account No.: Fund 3900 Department 366 Unit X089 Object 8201

#### Reporting Category

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

The projects will be funded by the Resident Education to Action Program (REAP). The Fiscal Impact will be a reduction of \$30,100.

C. Departmental Fiscal Review: Pat Dignas

## III. REVIEW COMMENTS

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

Atwell White 7.1.08  
6/29/08 OFMB  
7/1/08 - 6/24/08

Pat Dignas 7/15/08  
Contract Dev. and Control  
7/9/08 These contracts comply  
with our review  
requirements.

### 3. Legal Sufficiency:

Anne Delgant 7/16/08  
Assistant County Attorney

### 2. Other Department Review:

\_\_\_\_\_  
Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND IGLESIA BAUTISTA  
INDEPENDIENTE EMANUEL, INC. FOR FUNDING OF THE  
OVERJOYED LANDSCAPING 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 Iglesia Bautista Independiente Emanuel, 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 65-1091366.

**W I T N E S S E T H:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 24, 2008 to February 28, 2008; 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 purchasing and installing plants, flowers & gardening materials to promote beautification and bring community cohesion to the neighborhood, hereinafter referred to as the "Overjoyed Landscaping Project"; and

**WHEREAS**, County has selected AWARDEE's "Overjoyed Landscaping Project" to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) to help offset expenses toward AWARDEE's implementation of its Overjoyed Landscaping Project; and

**WHEREAS**, implementation of AWARDEE's Overjoyed Landscaping 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. 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."

2. County agrees to fund an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) to AWARDEE for reimbursement of costs related to the Overjoyed Landscaping Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Two Hundred Dollars (\$2,200) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. County will use its best efforts to provide said funds to AWARDEE 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 AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE 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.

5. AWARDEE 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.

6. AWARDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

7. . AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.
8. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.
9. 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.
10. 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 8 above.
11. 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.
12. 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 AWARDDEE. County shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by County's determination.
13. 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.
14. AWARDDEE 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 AWARDDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.
15. County reserves the right to withhold reimbursement if the Project is not

completed as specified in Exhibit "A".

16. 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. 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, AWARDDEE 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 AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. AWARDDEE 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. 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.

20. AWARDDEE 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 AWARDDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

21. 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.

22. 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.

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

24. 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.

25. 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 33411

**As to AWARDEE:**

Iglesia Bautista Independiente Emanuel  
Eli Cano  
PO BOX 98  
Belle Glade, FL 33430

26. 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.

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

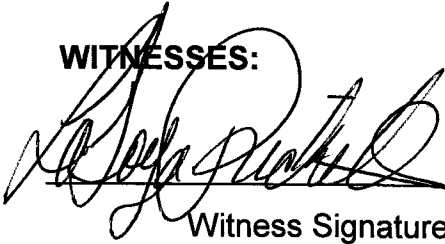
ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

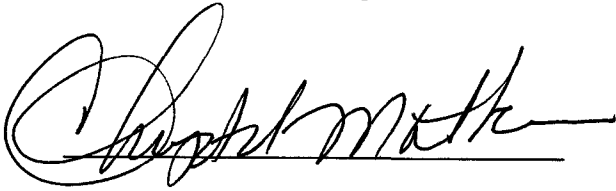
By: \_\_\_\_\_  
Deputy Clerk

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

By \_\_\_\_\_  
Addie L. Greene, Chairperson


WITNESSES:

  
Witness Signature

  
Witness Signature

IGLESIA BAUTISTA INDEPENDIENTE  
EMANUEL, INC.

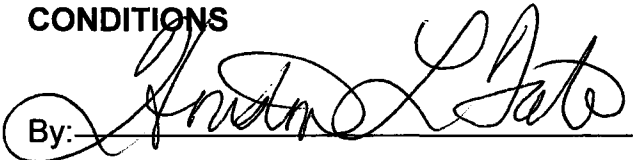
By: Eli Cano  
Eli Cano, Director  
(Printed name)

  
Eli Cano, Director  
(Signature)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Anne Delgent  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

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

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## **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:**

Iglesia Bautista Independiente Emanuel, Inc.

**Project Title:**

Overjoyed Landscaping Project

**Area Location:**

Project will be located in Belle Glade, FL 33438

**Project Description:**

The Overjoyed Landscaping Project is a community garden project presented by the Iglesia Bautista Independiente Emanuel Community Center. The purpose of this project is to provide floral landscaping and exterior painting to promote beautification and bring "community cohesion" to the neighborhood. The community garden will provide better aesthetic for the neighborhood and a sense of pride, scenery, and wealth for the community. The funding requested is to purchase plants, flowers & gardening materials.

- |                                   |             |
|-----------------------------------|-------------|
| • County funds requested:         | \$ 2,200.00 |
| • Total Applicant's contribution: | \$ 2,200.00 |
| • Total Project Cost:             | \$ 4,400.00 |



**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 Overjoyed Landscaping Project presented by Iglesia Bautista Independiente Emanuel, Inc. 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:** Iglesia Bautista Independiente Emanuel

**PROJECT DESCRIPTION:**

The "Overjoyed Landscaping Project" is a community unification project presented by Iglesia Bautista Independiente Emanuel to acquire purchasing and installing purchasing and installing plants, flowers & gardening materials to promote beautification and bring community cohesion to the neighborhood. The community garden will provide better aesthetic for the neighborhood and a sense of pride, scenery, and wealth for the community.

**APPROVAL STATUS:**

Risk Management agree/do not agree to waive the "insurance requirement" for the Iglesia Bautista Independiente Emanuel a Florida not-for-profit corporation.

**INSURANCE NEEDED:** Yes ☒ No ☐

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
**SIGNATURE OF REVIEWER**

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

\_\_\_\_\_  
**PRINT NAME**

5/29/08  
**DATE**

H00000001 QTO5

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**  
Wells Fargo Insurance Services Southeast, Inc.  
2054 Vista Parkway, Suite 400  
West Palm Beach, FL 33411-2718  
(881) 895-5500

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**  
Housing Partnership Inc's Pahokee Beacon Center  
2001 W Blue Heron Blvd  
Riviera Beach, FL 33404

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World Insurance Company	
INSURER B: Old Dominion Insurance Company	
INSURER C: Majestic Insurance Company	
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.

INSURANCE TYPE	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	NPP1136895	11/16/2007	11/16/2008	AGGREGATE LIMIT \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OCCUR <input type="checkbox"/> LOC				AGGREGATE LIMIT \$ 50,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	B1G33239	10/1/2007	10/1/2008	AGGREGATE LIMIT \$ 500,000
					AGGREGATE LIMIT \$ 500,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AGGREGATE LIMIT \$ 500,000
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE LIMIT \$ 500,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	C20080619901	6/10/2008	6/10/2009	AGGREGATE LIMIT \$ 100,000
					AGGREGATE LIMIT \$ 100,000

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

Note: Palm Beach County Board of County Commissioners is included as an Additional Insured ATIMA.

**CERTIFICATE HOLDER**

Palm Beach County Board of County  
Commissioners  
c/o OCR Manager  
OCR2300 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 SHALL IN ADVANCE MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. IF THE INSURER, ITS AGENTS OR REPRESENTATIVES IMPOSE NO OBLIGATION OR LIABILITY UPON THE INSURED, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

07/15/2008 09:31 FAX

002

JUL 14 2008 4:17PM THE HARLESS AGENCY, INC. 813 708 0028

P.1

# ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (813) 708-0001  
The Harless Agency, Inc.  
2004 W. Thonotosassa Rd, # 102

DATE (MM/DD/YYYY)  
07/14/2008

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.

Plant City FL 33563-

INSURED  
IGLESIA BAUTISTA INDEPENDIENTE  
2625 State Road 715

HELLE GLADE FL 33430-

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: SCOTTSDALE INSURANCE 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> 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"/> PER-JECT <input type="checkbox"/> LOC	CL81427051	02/16/2008	02/16/2009	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 100,000 MED EXP (ANY ONE PERSON) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMPOF AGG \$ 300,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (EA OCCUR) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER		/ /	/ /	DISABILITY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS IS INCLUDED AS AN ADDITIONAL INSURED ATDA.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Shane Friedman*

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O OCR MANAGER  
OCR2300N JOG ROAD  
WEST PALM BEACH FL 33411-

FORM 25 (2001/09)

INS025 (0100).05

ELECTRONIC LABOR FORMS, INC. - (800)927-0545

© ACORD CORPORATION 1999

Page 1 of 2

07/15/2008 09:32 FAX

003

JUL 14 2008 4:17PM THE HARLESS AGENCY, INC. 813 708 0028

P.2

### IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AGREEMENT BETWEEN PALM BEACH COUNTY AND NOAH DEVELOPMENT  
CORPORATION FOR FUNDING OF THE NOAH SENIOR'S  
DEVELOPMENT 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 NOAH Development Corporation 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 59-2570434.

**W I T N E S S E T H:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 24, 2008 to February 28, 2008; 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 purchasing exterior benches, therapeutic recreational supplies, TV monitors and a DVD/VCR, to enhance the mental and physical mobility of residents of the NOAH Development-Glades Pioneer Terrace Senior Community Center, hereinafter referred to as the "NOAH Senior's Development Project"; and

**WHEREAS**, County has selected AWARDEE's NOAH Senior's Development 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 NOAH Senior's Development Project; and

**WHEREAS**, implementation of AWARDEE's NOAH Senior's Development 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. 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."

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

3. COUNTY agrees to pay on behalf of AWARDDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for expenses incurred by AWARDDEE in accordance with the Project Budget. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Five Hundred Dollars (\$2,500) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. 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.

5. 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.

6. AWARDDEE warrants it is an active not-for-profit corporation, duly chartered and

registered with the Florida Department of State, Division of Corporation.

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

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

9. 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.

10. 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 8 above.

11. 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.

12. 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 AWARDDEE. County shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by County's determination.

13. 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.

14. AWARDDEE 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 AWARDDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

16. 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. 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, AWARDDEE 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 AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. AWARDDEE 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. 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.

20. AWARDDEE 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 AWARDDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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:**

NOAH Development Corporation  
George Kinsler  
601 Covenant Drive  
Belle Glade, FL 33430

26. 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.

(The remainder of this page is intentionally left blank)

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**

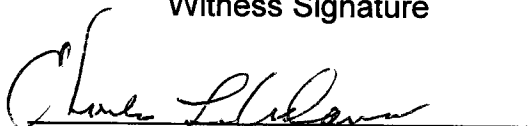
By \_\_\_\_\_  
Addie L. Greene, Chairperson

**WITNESSES:**

**NOAH DEVELOPMENT CORPORATION**



Witness Signature



Witness Signature

By: George Kinsler

George Kinsler, Housing Director (Print)

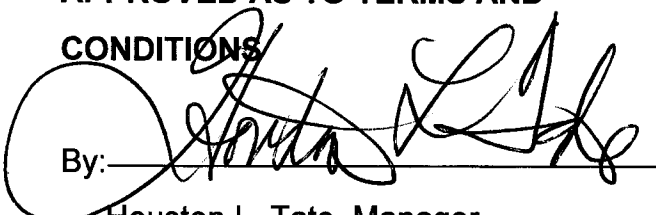


George Kinsler, Housing Director (Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Delgent  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

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

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## **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:**

NOAH Development Corporation, Inc

**Project Title:**

NOAH Senior's Development Project

**Area Location:**

The project will be located at 200 Dorothy G. Wilford Circle, Belle Glade, FL.

**Project Description:**

The *NOAH Senior's Development Project* entails providing therapeutic recreational supplies and activities to the residents of Glades Pioneer Terrace Senior Community Center to enhance their mental and physical mobility. This project will also improve the overall social development of the residents of the senior living facility. The funding requested will be used to purchase exterior benches, therapeutic recreational supplies, TV monitors, and a DVD/VCR for Senior Citizens in the Glades Pioneer Terrace Senior Community Center.

- |                                   |             |
|-----------------------------------|-------------|
| • County funds requested:         | \$ 2,500.00 |
| • Total Applicant's contribution: | \$ 2,500.00 |
| • Total Project Cost:             | \$ 5,000.00 |



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 NOAH Senior's Development Project presented by NOAH Development Corporation, Inc. 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: \_\_\_\_\_

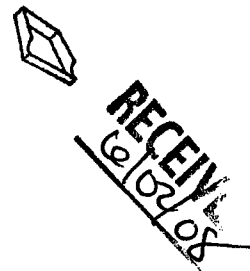
Signature: \_\_\_\_\_

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:** NOAH Development Corporation, Inc

**PROJECT DESCRIPTION:**

The "NOAH Senior's Development Project" is a community unification project presented by for NOAH Development Corporation to acquire purchasing exterior benches, therapeutic recreational supplies, TV Monitors and a DVD/VCR, in order to enhance the mental, physical mobility for residents of the NOAH Development-Glades Pioneer Terrace Senior Community Center

**APPROVAL STATUS:**

Risk Management agree/do not agree to waive the "insurance requirement" for NOAH Development Corporation a Florida not-for-profit corporation.

**INSURANCE NEEDED:** Yes ☒ No ☐

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
**SIGNATURE OF REVIEWER**

\_\_\_\_\_  
**PRINT NAME**

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

5/29/08  
\_\_\_\_\_  
**DATE**

Client#: 81245

NOAHDEVE

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 07/01/08
PRODUCER Kornreich/NIA 1601 Belvedere Road Suite 300, East Tower West Palm Beach, FL 33406		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 Noah Development Corp. 601 Covenant Drive Belle Glade, FL 33430		INSURERS AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: Fidelity & Deposit Company of Maryland INSURER C: Certain Underwriters at Lloyd's Ins. INSURER D: Scottsdale Ins Co. INSURER E:
		NAIC # 41297 39306

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BCS0017542	07/01/08	07/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded 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 \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	XLS0052819	07/01/08	07/01/09	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Crime	CCP003490411	06/23/08	06/23/09	\$350,000
C		Property	AMR22540	11/28/07	11/28/08	\$28,727,654
D		Property	CPS0885473	11/28/07	11/28/08	\$1,360,945
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Property policy is for Replacement Cost valuation 100% for Special Form perils. Named Storm deductible 5% per occurrence per location subject to a \$250,000 minimum. All other wind and hail deductible \$100,000. AOP Deductible \$5,000 (See Attached Descriptions)						

CERTIFICATE HOLDER Palm Beach County Office of Community Revitalization 2300 N. Jog Road, 2 East 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 <i>William J. DeMott</i>
--	--

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## DESCRIPTIONS (Continued from Page 1)

**Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, Its Officers, Employees and Agents Certificate holder is added as an additional insured, but only to the extent provided by the actual policy language of the General Liability policy. Most policies only provide coverage by written contract, agreement, or permit and only with respect to work performed by or on behalf of the named insured. This certificate does not modify the referenced policy(ies). Additional insured coverage may require the existence of a written contract and the coverage of this policy may be excess to other insurance. Reference should be made to actual policy language to determine whether or not any potential claim may be covered.**

**AGREEMENT BETWEEN PALM BEACH COUNTY AND HOUSING  
PARTNERSHIP, INC. FOR FUNDING OF THE COMMUNITY COMP 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 Housing Partnership, 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 59-2704597.

**W I T N E S S E T H:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 24, 2008 to February 28, 2008; 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 purchasing color printers, ink and supplies to provide free computer classes, job training, and other educational training to the Belle Glade community, hereinafter referred to as the "Community Comp Project"; and

**WHEREAS**, County has selected AWARDEE's Community Comp Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) to help offset expenses toward AWARDEE's implementation of its Community Comp Project; and

**WHEREAS**, implementation of AWARDEE's Community Comp 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. 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."

2. County agrees to fund an amount not to exceed Two Thousand Two Hundred

Dollars (\$2,200) to AWARDDEE for reimbursement of costs related to the Community Comp Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

3. COUNTY agrees to pay on behalf of AWARDDEE an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) for expenses incurred by AWARDDEE in accordance with the Project Budget. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Two Hundred Dollars (\$2,200) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. 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.

5. 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.

6. AWARDDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

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

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

9. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE 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 AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

10. 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 8 above.

11. AWARDEE 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.

12. In the event AWARDEE 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.

13. 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.

14. 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.

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

16. 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. 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, AWARDDEE 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 AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. AWARDDEE 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. 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.

20. AWARDDEE 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 AWARDDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

21. 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.

22. 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.

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

24. 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.

25. 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 AWARDEE:**

Housing Partnership, Inc.  
Patrick McNamara, President & CEO  
2001 W. Blue Heron Blvd.  
West Palm Beach, FL 33404

26. 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.

(The remainder of this page is intentionally left blank)

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

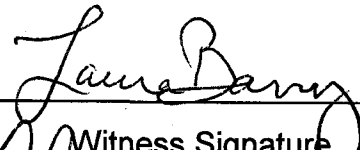
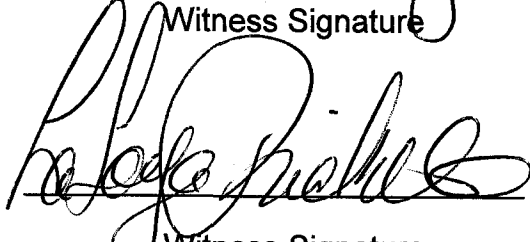
ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

By: \_\_\_\_\_  
Deputy Clerk

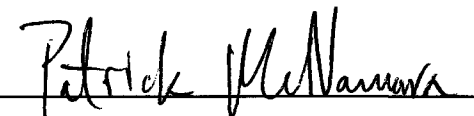
PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

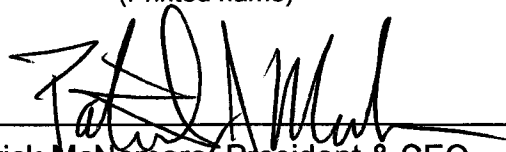
By \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESSES:

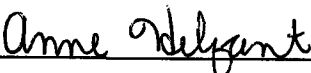
  
\_\_\_\_\_  
Witness Signature  
  
\_\_\_\_\_  
Witness Signature

HOUSING PARTNERSHIP, INC.

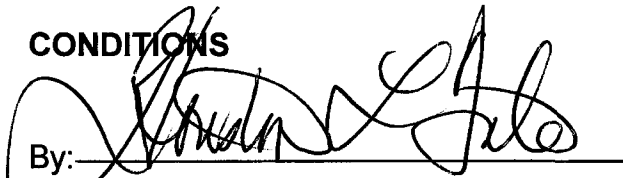
By:   
\_\_\_\_\_  
Patrick McNamara, President & CEO  
(Printed name)

  
\_\_\_\_\_  
Patrick McNamara, President & CEO  
(Signature)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
\_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

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

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## 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:**

Housing Partnership, Inc.

**Project Title:**

*Community Comp Project*

**Area Location:**

The project will be located at the Pioneer Park Beacon Center, in the City of Belle Glade

**Project Description:**

The *Community Comp Project* is an educational project presented by the Pioneer Park Beacon Center. This project will provide free computer classes, job training, and other educational training to the community. This project will also improve the overall communal and educational development of the parents and students of the family resource center at Pioneer Park Beacon Center. The funding requested will be used to purchase color printers, ink and supplies, which will allow Housing Partnership, Inc. to provide free computer classes, job training, and other educational training to the Belle Glade community.

- **County funds requested:** \$ 2,200.00
- **Total Applicant's contribution:** \$ 2,200.00
- **Total Project Cost:** \$ 4,400.00

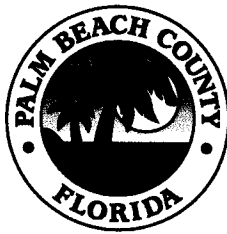


Exhibit B

**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 Community Comp Project presented by Housing Partnership, Inc. 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:** Housing Partnership, Inc.- Pioneer Park Beacon Center

**PROJECT DESCRIPTION:**

The "Community Comp Project" is a community unification project presented by Housing Partnership, Inc.- Pioneer Park Beacon Center to acquire purchasing Color Printers, Ink and supplies to provide free Computer Classes, Job Training, and other Educational Training to the community. This project will also improve the overall communal and educational development of the Parents and students of the Family Resource Center at Pioneer Park Beacon Center.

County funds requested: \$ 2,200.00

Total Project Cost: \$ 4,400.00

**APPROVAL STATUS:**

Risk Management ~~agree~~ **do not agree** to waive the "insurance requirement" for the Housing Partnership, Inc. a Florida not-for-profit corporation.

**INSURANCE NEEDED:** Yes ☒ No ☐

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
**SIGNATURE OF REVIEWER**

PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
**TITLE OF REVIEWER**  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33403

\_\_\_\_\_  
**PRINT NAME**

5/29/08  
\_\_\_\_\_  
**DATE**

## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (561) 655-5500

Wells Fargo Insurance Services Southeast, Inc.  
2054 Vista Parkway, Suite 400  
West Palm Beach, FL 33411-2718THIS 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 Housing Partnership Inc's Pahokee Beacon Center  
2001 W Blue Heron Blvd  
Riviera Beach, FL 33404

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Western World Insurance Company

INSURER B: Old Dominion Insurance Company

INSURER C: Majestic Insurance Company

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	NPP1136695	11/16/2007	11/16/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	B1G33239	10/1/2007	10/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	C20080619901	6/10/2008	6/10/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

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

Note: Palm Beach County Board of County Commissioners is included as an Additional Insured ATIMA.

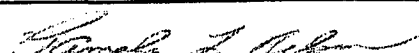
## CERTIFICATE HOLDER

Palm Beach County Board of County  
Commissioners  
c/o OCR Manager  
OCR2300 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 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



**AGREEMENT BETWEEN PALM BEACH COUNTY AND KIMBERLY ERICKSON AN  
INDIVIDUAL REPRESENTING CANAL POINT COMMUNITY GROUP FOR FUNDING  
OF THE SOMETHING TO TALK ABOUT 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 Kimberly Erickson an individual representing Canal Point 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 January 24, 2008 to February 28, 2008; 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 purchasing a printer, postage, supplies and materials to publish and distribute a Bi-Monthly Canal Point Community newsletter, hereinafter referred to as the "Something To Talk About Project"; and

**WHEREAS**, County has selected AWARDEE's Something To Talk About Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed One Thousand Seven Hundred Dollars (\$1,700) to help offset expenses toward AWARDEE's implementation of its Something To Talk About Project; and

**WHEREAS**, implementation of AWARDEE's Something To Talk About 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. 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."

2. County agrees to fund an amount not to exceed One Thousand Seven Hundred Dollars (\$1,700) to AWARDEE for reimbursement of costs related to the Something To

Talk About Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed One Thousand Seven Hundred Dollars (\$1,700) for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed One Thousand Seven Hundred Dollars (\$1,700) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

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

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

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

5. AWARDEE 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.

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

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

8. 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.

9. 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 8 above.

10. 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.

11. 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 AWARDDEE. County shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by County's determination.

12. 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.

13. AWARDDEE 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 AWARDDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

15. 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. 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, AWARDDEE 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 AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

16. AWARDDEE 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. 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. AWARDDEE 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 AWARDDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. 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.

19. 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.

20. 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.

21. 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.

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:**

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

**As to AWARDDEE:**

Kimberly Erickson  
c/o Canal Point Community Group  
13542 US Highway 441  
Canal Point, FL 33438

23. 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**

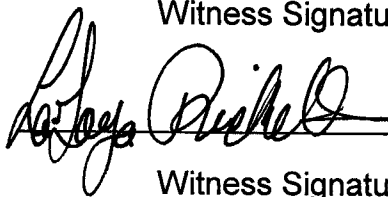
By: \_\_\_\_\_  
Addie L. Greene, Chairperson

**WITNESSES:**

**AWAREDEE**



Witness Signature



Witness Signature

By: Kimberly Erickson

Kimberly Erickson (printed name)

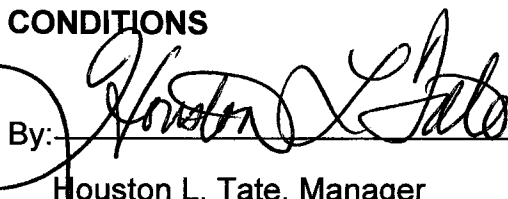


Kimberly Erickson (Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Helgert  
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:**

Kimberly Erickson

**Project Title:**

*Something To Talk About Project*

**Area Location:**

Project will be located 13542 US Highway 441, Canal Point, FL 33438

**Project Description:**

The project entails the publication and distribution of a Bi-Monthly Canal Point Community Newsletter to improve communication and build a sense of community. The newsletter will also serve as a springboard to other revitalization efforts. This project will provide a medium through which everyone who resides and works in Canal Point can stay informed about news and events, and learn more about the community's history. The funding requested will be used to purchase a printer, postage, supplies and materials to publish and distribute the newsletters.

- |                                   |             |
|-----------------------------------|-------------|
| • County funds requested:         | \$ 1,700.00 |
| • Total Applicant's contribution: | \$ 1,700.00 |
| • Total Project Cost:             | \$ 3,400.00 |



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 Something To Talk About Project presented by Kimberly Erickson 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: \_\_\_\_\_

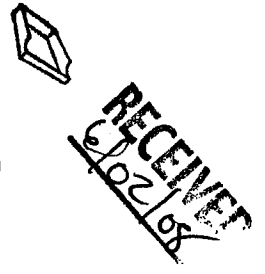
Signature: \_\_\_\_\_

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: Kimberly Erickson an individual representing Canal Point Community Group

**PROJECT DESCRIPTION:**

The "Something To Talk About" project is a community unification project presented by Kimberly Erickson an individual representing Canal Point Community Group to acquire purchasing printer, postage, supplies and materials to publish and distribute Bi-Monthly Canal Point Community newsletters. This project will provide a medium through which everyone who resides and work in Canal Point can improve communication, build a sense of community and affect the social conditions by staying informed of news, events, and learn more about the community's history.

County funds requested:                      \$ 1,700.00

Total Project Cost:                         \$ 4,968.00

**APPROVAL STATUS:**

Risk Management agree/do not agree to waive the "insurance requirement" for the Kimberly Erickson an individual representing Canal Point Community Group.

INSURANCE NEEDED: Yes ☐

No ☒

COMMENTS: \_\_\_\_\_

  
SIGNATURE OF REVIEWER

PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
160 AUSTRALIAN AVENUE  
WEST PALM BEACH, FL 33406

\_\_\_\_\_  
TITLE OF REVIEWER

\_\_\_\_\_  
PRINT NAME

3/29/08  
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE URBAN LEAGUE OF  
PALM BEACH COUNTY, INC. FOR FUNDING OF THE UL NEIGHBORHOOD  
GARDENING AND BEAUTIFICATION 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 The Urban League of 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 59-1533710.

**W I T N E S S E T H:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 24, 2008 to February 28, 2008; 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 purchasing and installing plants, flowers & gardening materials to engage the youth in the development of horticulture, hereinafter referred to as the "UL Neighborhood Gardening & Beautification Project"; and

**WHEREAS**, County has selected AWARDEE's UL Neighborhood Gardening & Beautification 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 UL Neighborhood Gardening & Beautification Project; and

**WHEREAS**, implementation of AWARDEE's UL Neighborhood Gardening & Beautification 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. 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."

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

3. COUNTY agrees to pay on behalf of AWARDDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for expenses incurred by AWARDDEE in accordance with the Project Budget. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Five Hundred Dollars (\$2,500) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. 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.

5. 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.

6. AWARDDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

7. . AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.
8. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.
9. 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.
10. 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 8 above.
11. 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.
12. 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 AWARDDEE. County shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by County's determination.
13. 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.
14. AWARDDEE 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 AWARDDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

16. 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.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. 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.

20. 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.

21. The County and AWARDEE 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.

22. 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.

23. 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.

24. 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.

25. 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 33411

**As to AWARDDEE:**

Urban League of Palm Beach County, Inc.  
Patrick Franklin, President & CEO  
1700 North Australian Avenue  
West Palm Beach, FL 33407

26. 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.

(The remainder of this page is intentionally left blank)

**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

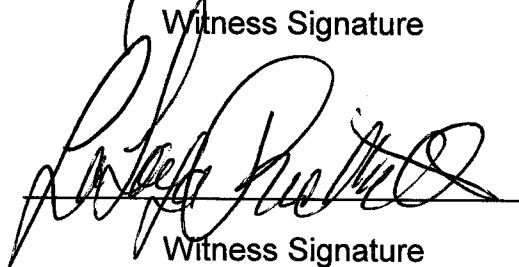
**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

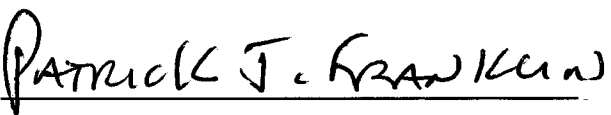
By: \_\_\_\_\_  
Addie L. Greene, Chairperson

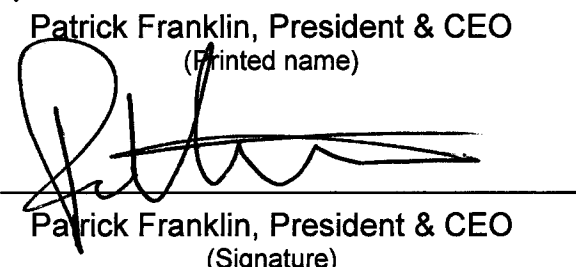
**WITNESSES:**

**HOUSING PARTNERSHIP, INC.**

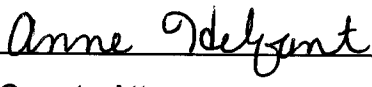
  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Witness Signature

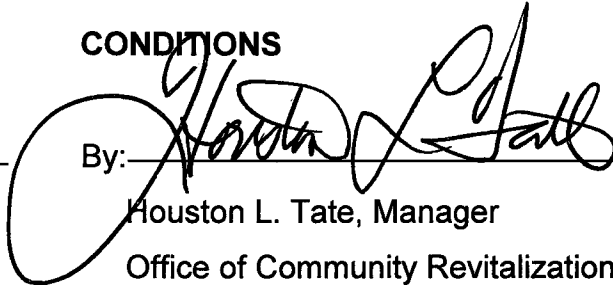
By:   
\_\_\_\_\_  
Patrick Franklin, President & CEO  
(Printed name)

  
\_\_\_\_\_  
Patrick Franklin, President & CEO  
(Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
\_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

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

(The remainder of this page is intentionally left blank)



## **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:**

The Urban League of Palm Beach County, Inc.

**Project Title:**

*UL Neighborhood Gardening & Beautification Project*

**Area Location:**

The project will be located at 1700 North Australian, West Palm Beach, FL 33407

**Project Description:**

The *UL Neighborhood Gardening & Beautification Project* is a landscaping and gardening project presented by the NULTIES Program of The Urban League of Palm Beach County. The purpose of this project is to engage the youth in the development of horticulture. During this neighborhood beautification project, youth will plant fruits, vegetables, shrubbery and floral landscaping to promote beautification and display senses of pride, community identify, and the rich community history. The funding requested will be used to purchase plants, flowers & gardening materials.

- |                                   |            |
|-----------------------------------|------------|
| • County funds requested:         | \$ 2500.00 |
| • Total Applicant's contribution: | \$ 2500.00 |
| • Total Project Cost:             | \$ 5000.00 |



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 UL Neighborhood Gardening & Beautification Project presented by The Urban League of Palm Beach County, Inc. 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:** Urban League of Palm Beach County, Inc.

**PROJECT DESCRIPTION:**

The "NULITES Neighborhood Gardening & Beautification Project" is a community unification project presented by Urban League of Palm Beach County to acquire purchasing and installing plants, flowers & gardening materials to engage youth in the development of Horticulture. This Neighborhood Beautification project youth will plant fruits, vegetables, shrubbery and floral landscaping that will promote beautification and will display a sense of pride, aesthetic, and rich history for the community.

County funds requested: \$ 2500.00

Total Project Cost: \$ 5000.00

**APPROVAL STATUS:**

Risk Management ~~agree~~ do not agree to waive the "insurance requirement" for the Urban League of Palm Beach County a Florida not-for-profit corporation.

**INSURANCE NEEDED:** Yes ☒ No ☐

**COMMENTS:** \_\_\_\_\_

Nancy L. Bolton  
**SIGNATURE OF REVIEWER**

Director - Risk Mgmt  
**TITLE OF REVIEWER**

Nancy Bolton  
**PRINT NAME**

6/23/08  
**DATE**

06/25/2008 16:03 5618336050


URBAN LEAGUE PBC

PAGE 01/01

FROM : VITA - -

FAX NO. : 5612829490 3

Jun. 25 2008 10:52AM P1

CERTIFICATE OF INSURANCE				ISSUE DATE	8/25/2008	
<b>PRODUCER</b> PRISCILLA TAYLOR INSURANCE 7711 MILITARY TRAIL NORTH Palm Beach Gardens, FL 33410		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.				
<b>INSURED</b> URBAN LEAGUE OF PALM BEACH CO. 1700 N AUSTRIALIAN AVENUE West Palm Beach, FL 33407		<b>COMPANIES AFFORDING COVERAGE</b>				
		COMPANY LETTER	A	Nautilus Insurance Company		
		COMPANY LETTER	B	N/A		
		COMPANY LETTER	C	N/A		
		COMPANY LETTER	D	N/A		
		COMPANY LETTER	E	Nautilus Insurance Company		
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	NC737287	12/11/2007	12/11/2008	GENERAL AGGREGATE	2,000,000
					PRODUCTS-COM/OP AGG.	Excluded
					PERSONAL & ADV. INJURY	Excluded
					EACH OCCURRENCE	2,000,000
					DAMAGE PREM RENTED TO YOU	100,000
					MED EXPENSE (Any one person)	5,000
B	PERSONAL LIABILITY				COMBINED SINGLE LIMIT	
					MEDICAL PAYMENTS TO OTHERS	
C	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
D						
E	PROPERTY	NC737287	12/11/2007	12/11/2008	BUILDING	450,000
					CONTENTS	90,000
					LOSS OF USE	
DESCRIPTION OF OPERATIONS / VEHICLES / SPECIALTY ITEMS Buildings or Premises office Not- For- Profit only, Mercantile - Sole Occupancy Only - Not Otherwise Classified - Moderate Susceptibility						
<b>CERTIFICATE HOLDER</b> Additional Insured - Palm Beach County Board of County Commissioners C/O OCR Manager, OCR 2300 N. Jog Rd West Palm Beach, FL 33411				Should any of the above described policies be cancelled before the expiration date, the company shall endeavor to mail 30 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 company, its agents, or representatives. <b>AUTHORIZED SIGNATURE</b> 		

**AGREEMENT BETWEEN PALM BEACH COUNTY AND DEMETRIUS JACQUES AN  
INDIVIDUAL REPRESENTING GRAMERCY PARK COALITION FOR FUNDING OF  
THE TRASH CANS BEAUTIFICATION 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 Demetrius Jacques an individual representing Gramercy Park Coalition, 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 18, 2008 to April 22, 2008; and

**WHEREAS**, 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 purchasing trash cans for the Gramercy Park area residents, which will promote health and safety regulation, alleviate sanitation concerns and enhance uniformity and beautification to the neighborhood, hereinafter referred to as the Trash Cans Beautification Project; and

**WHEREAS**, County has selected AWARDEE's Trash Cans Beautification 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 Trash Cans Beautification Project; and

**WHEREAS**, implementation of AWARDEE's Trash Cans Beautification 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. 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."

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

3. COUNTY agrees to pay on behalf of AWARDDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for expenses incurred by AWARDDEE in accordance with the Project Budget. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Five Hundred Dollars (\$2,500) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. 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.

5. 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.

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

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

8. 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.

9. 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.

10. 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.

11. 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 AWARDDEE. County shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by County's determination.

12. 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.

13. AWARDDEE 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 AWARDDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

15. 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.

16. 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.

17. 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.

18. The County and AWARDEE 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 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 Agreement 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

21. 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.

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:**

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

**As to AWARDEE:**

Demetrius Jacques  
Gramercy Park Coalition  
5941 Bahama Court  
West Palm Beach, FL 33407

23. 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.

(The remainder of this page is intentionally left blank.)

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

**ATTEST:**

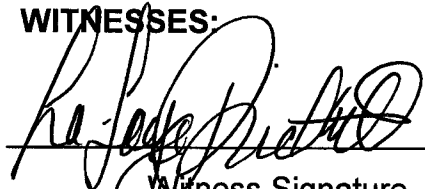
**SHARON R. BOCK, Clerk &  
Comptroller**

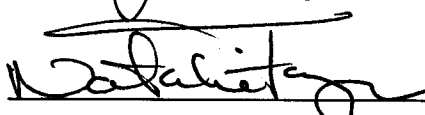
By: \_\_\_\_\_  
Deputy Clerk

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

By \_\_\_\_\_  
Addie L. Greene, Chairperson

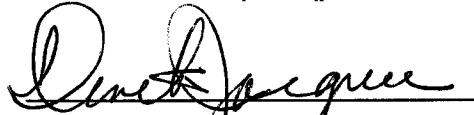
**WITNESSES:**

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Witness Signature

**AWAREDEE**

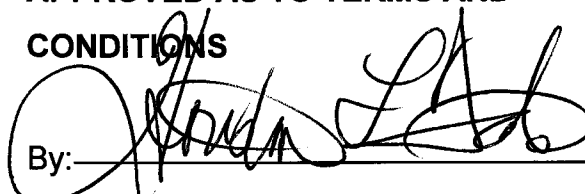
By: Demetrius Jacques  
Demetrius Jacques (printed name)

  
\_\_\_\_\_  
Demetrius Jacques (Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Delgent  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

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

(The remainder of this page is intentionally left blank.)



## **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:**

Demetrius Jacques an individual representing Gramercy Park Coalition

**Project Title:**

Trash Cans Beautification Project

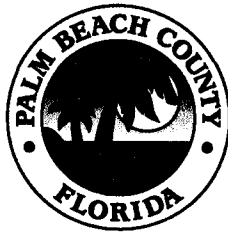
**Area Location:**

The Project will be located in Gramercy Park area of unincorporated Palm Beach County

**Project Description:**

The Trash Cans Beautification Project is a community project presented by Demetrius Jacques an individual representing Gramercy Park Coalition. The purpose of this project is to provide area residents with unified trash cans, which will promote health and safety regulation, alleviate sanitation concerns and enhance uniformity and beautification to the neighborhood. The funding requested will be used to purchase trash cans for the Gramercy Park neighborhood.

- |                                   |            |
|-----------------------------------|------------|
| • County funds requested:         | \$ 2500.00 |
| • Total Applicant's contribution: | \$ 2500.00 |
| • Total Project Cost:             | \$ 5000.00 |



**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 Trash Cans Beautification Project presented by Demetrius Jacques an individual representing Gramercy Park Coalition 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:** Demetrius Jacques an individual representing Gramercy Park Coalition

**PROJECT DESCRIPTION:**

The "Trash Cans Beautification Project" is a community unification project presented by Demetrius Jacques an individual representing Gramercy Park Coalition to acquire purchasing Trash Cans for the area residents, which will promote health and safety regulation and enhance uniformity and beautification to the neighborhood.

County funds requested: \$ 2500.00

Total Project Cost: \$ 5000.00

**APPROVAL STATUS:**

Risk Management agree do not agree to waive the "insurance requirement" for the Demetrius Jacques an individual representing Gramercy Park Coalition.

**INSURANCE NEEDED:** YES ☐

NO ☒

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
**SIGNATURE OF REVIEWER**

mqr  
\_\_\_\_\_  
**TITLE OF REVIEWER**

  
\_\_\_\_\_  
**PRINT NAME**

6/17/08  
\_\_\_\_\_  
**DATE**

**AGREEMENT BETWEEN PALM BEACH COUNTY AND HOUSING  
PARTNERSHIP, INC. FOR FUNDING OF THE COMMUNITY CIRCLE 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 Housing Partnership, 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 59-2704597.

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 18, 2008 to April 22, 2008; and

**WHEREAS**, 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 purchasing and installing umbrella tables & benches to be placed outside the West Riviera Beacon Center, hereinafter referred to as the "Community Circle Project"; and

**WHEREAS**, County has selected AWARDEE's Community Circle 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 Community Circle Project; and

**WHEREAS**, implementation of AWARDEE's Community Circle 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. 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.

2. 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

Community Circle Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Five Hundred Dollars (\$2,500) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. County will use its best efforts to provide said funds to AWARDEE 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 AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE 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.

5. AWARDEE 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.

6. AWARDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

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

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

9. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE 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 AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

10. 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 8 above.

11. AWARDEE 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.

12. In the event AWARDEE 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.

13. 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.

14. 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.

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

16. 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.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. 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.

20. 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.

21. The County and AWARDEE 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.

22. 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.

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

24. 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.

25. 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 AWARDEE:**

Housing Partnership, Inc.  
Patrick McNamara, President & CEO  
2001 W. Blue Heron Blvd.  
West Palm Beach, FL 33404

26. 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.

(The remainder of this page is intentionally left blank.)

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

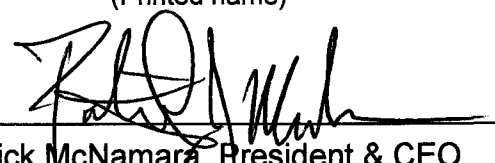
**WITNESSES:**

**HOUSING PARTNERSHIP, INC.**

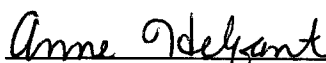
  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Witness Signature

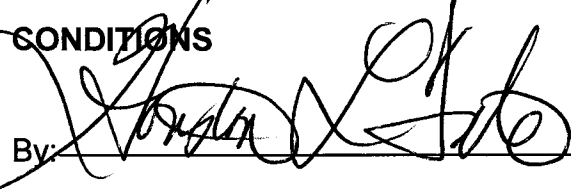
By:   
\_\_\_\_\_  
Patrick McNamara, President & CEO  
(Printed name)

  
\_\_\_\_\_  
Patrick McNamara, President & CEO  
(Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
\_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

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

(The remainder of this page is intentionally left blank.)



## **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:**

Housing Partnership, Inc.

**Project Title:**

Community Circle Project

**Area Location:**

The Project will be located at 1057 West 6<sup>th</sup> Street, Riviera Beach, FL 33404

**Project Description:**

The Community Circle Project is presented by the Housing Partnership, Inc., and will bring community cohesion to the neighborhood by installing umbrella tables & benches to be placed outside the West Riviera Beacon Center, throughout the school campus. The Community Circle Project will provide an additional outside venue where parents and their children can gather together as a family to take full advantage of educational trainings, community workshops and special activities provided by the West Riviera Beacon Center. The funding requested will be used to purchase umbrella tables & benches.

- |                                   |            |
|-----------------------------------|------------|
| • County funds requested:         | \$ 2500.00 |
| • Total Applicant's contribution: | \$ 2500.00 |
| • Total Project Cost:             | \$ 5000.00 |



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 Community Circle Project presented by Housing Partnership, Inc. 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:** Housing Partnership, Inc.-West Riviera Beacon Center

**PROJECT DESCRIPTION:**

The "Community Circle" project is a community unification project presented by Housing Partnership, Inc.-West Riviera Beacon Center to acquire purchasing and installing Umbrella Table & Benches to be placed outside at the West Riviera Beacon Center. Community Circle project will provide a additional outside venue were parents and their kids can gather together as a family to take full advantage of educational trainings, community workshops and special activities provided by the West Riviera Beacon Center.

County funds requested: \$ 2,500.00

Total Project Cost: \$ 5,000.00

**APPROVAL STATUS:**

Risk Management ~~agree~~/do not agree to waiving the "insurance requirement" for Housing Partnership, Inc.-West Riviera Beacon Center.

**INSURANCE NEEDED:** YES ☒ NO ☐

**COMMENTS:** \_\_\_\_\_

  
\_\_\_\_\_  
**SIGNATURE OF REVIEWER**

Richard Cohen  
\_\_\_\_\_  
**PRINT NAME**

PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
**TITLE OF REVIEWER**  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406  
6/3/08  
\_\_\_\_\_  
**DATE**

## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (561) 655-5500  
Wells Fargo Insurance Services Southeast, Inc.  
2054 Vista Parkway, Suite 400  
West Palm Beach, FL 33411-2718

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 Housing Partnership Inc's Pahokee Beacon Center  
2001 W Blue Heron Blvd  
Riviera Beach, FL 33404

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Western World Insurance Company

INSURER B: Old Dominion Insurance Company

INSURER C: Majestic Insurance Company

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NPP1136695	11/16/2007	11/16/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	B1G33239	10/1/2007	10/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	C20080619901	6/10/2008	6/10/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Note: Palm Beach County Board of County Commissioners is included as an Additional Insured ATIMA.

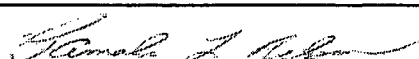
## CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners  
c/o OCR Manager  
OCR2300 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 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



**AGREEMENT BETWEEN PALM BEACH COUNTY AND MODERN VILLAS  
HOMEOWNER'S ASSOCIATION, INC. FOR FUNDING OF THE NEIGHBORHOOD  
WATCH AND NEW COMMUNITY LIGHTS 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 Modern Villas Homeowner's 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 59-0686296.

**W I T N E S S E T H:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 18, 2008 to April 22, 2008; and

**WHEREAS**, 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 purchasing and installing light fixtures, bulbs, flood lights and refreshments to redesign, beautify and update existing community light fixtures in the Modern Villas neighborhood, hereinafter referred to as the "Neighborhood Watch and New Community Lights Project"; and

**WHEREAS**, County has selected AWARDEE's Neighborhood Watch and New Community Lights Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Two Thousand Dollars (\$2,000) to help offset expenses toward AWARDEE's implementation of its Neighborhood Watch and New Community Lights Project; and

**WHEREAS**, implementation of AWARDEE's Neighborhood Watch and New Community Lights 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. 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.

2. County agrees to fund an amount not to exceed Two Thousand Dollars (\$2,000) to AWARDDEE for reimbursement of costs related to the Neighborhood Watch and New Community Lights Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

3. COUNTY agrees to pay on behalf of AWARDDEE an amount not to exceed Two Thousand Dollars (\$2,000) for expenses incurred by AWARDDEE in accordance with the Project Budget. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Dollars (\$2,000) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. 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.

5. 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.

6. AWARDDEE warrants it is an active not-for-profit corporation, duly chartered

and registered with the Florida Department of State, Division of Corporation.

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

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

9. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE 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 AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

10. 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 8 above.

11. AWARDEE 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.

12. In the event AWARDEE 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.

13. 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.

14. 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.

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

16. 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.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. 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.

20. 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.

21. The County and AWARDEE 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.

22. 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.

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

24. 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.

25. 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 AWARDEE:**

Modern Villas Homeowners Association  
Tiffany Nunn, President  
166 Sparrow Drive 4C  
Royal Palm Beach, FL 33411

27. 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.

(The remainder of this page is intentionally left blank.)

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

ATTEST:

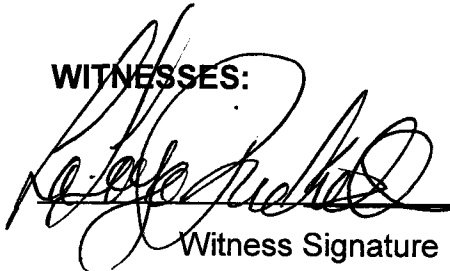
SHARON R. BOCK, Clerk &  
Comptroller

By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESSES:

  
Witness Signature

MODERN VILLAS HOMEOWNER'S  
ASSOCIATION, INC.

By: Tiffany A. Nunn  
Tiffany Nunn, President  
(Printed name)

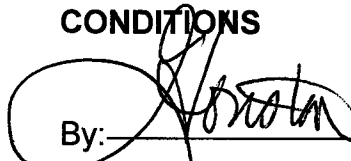
Margaret Wilson  
Witness Signature

Tiffany A. Nunn  
Tiffany Nunn, President  
(Signature)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Anne Delaney  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

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

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**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:**

Modern Villas Homeowner's Association, Inc.

**Project Title:**

Neighborhood Watch and New Community Lights Project

**Area Location:**

The Project will be located at 166 Sparrow Drive, Royal Palm Beach, FL 33411

**Project Description:**

The Neighborhood Watch and New Community Lights Project will redesign, beatify and update existing community light fixtures in the Modern Villas neighborhood. This project will promote health and safety regulation and will display a sense of pride, aesthetic, and beautification for the community. The funding requested will be used to purchase light fixtures, bulbs, floodlights, and refreshments for the neighborhood beautification project.

- |                                   |             |
|-----------------------------------|-------------|
| • County funds requested:         | \$ 2,000.00 |
| • Total Applicant's contribution: | \$ 2,000.00 |
| • Total Project Cost:             | \$ 4,000.00 |



**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 Neighborhood Watch and New Community Lights Project presented by Modern Villas Homeowner's Association, Inc. 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:** Modern Villas Homeowner's Association, Inc.

**PROJECT DESCRIPTION:**

The "Neighborhood Watch and New Community Lights" project is a community unification project presented by Modern Villas Homeowner's Association, Inc. to acquire purchasing and installing light fixture, bulbs, floodlights and refreshments to redesign, beautify and update existing community light fixture in the Modern Villas neighborhood. This project will promote health and safety regulation and will display a sense of pride, aesthetic, and beautification for the community.

County funds requested:                      \$ 2,000.00  
Total Project Cost:                         \$ 3,720.48

**APPROVAL STATUS:**

Risk Management ~~agree~~/do not agree to waiving the "insurance requirement" for Modern Villas Homeowner's Association, Inc.

**INSURANCE NEEDED:** YES ☒                      NO ☐

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
**SIGNATURE OF REVIEWER**

  
\_\_\_\_\_  
**PRINT NAME**

PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
**TITLE OF REVIEWER**  
CASUALTY INSURANCE SECTION  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406  
6/3/08  
**DATE**

Client#: 59829

MODVI

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 05/30/08
<b>PRODUCER</b> Advanced Insurance Und. 11440 Okeechobee Blvd, #201 Royal Palm Beach, FL 33411 561 784-5445		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.
<b>INSURED</b> Modern Villas Homeowners Association 166 Sparrow Dr. Royal Palm Beach , FL 33411		
<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Philadelphia Insurance Companies		
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.							
INSURER ADD'L LTR	INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <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"/> PRO-JECT <input type="checkbox"/> LOC	PHPK306521	04/20/08	04/20/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence)	\$1,000,000 \$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPROP AGG	\$2,000,000
		<b>AUTOMOBILE LIABILITY</b> <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)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 additional insured for liability only as their interest may appear.  
email: nunn\_ta@hotmail.com

CERTIFICATE HOLDER

Palm Beach Co Board of County Commissioners c/o OCR Manager OCR 2300 N Jog Rd 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE Charlotte Floyd

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PAINT YOUR HEART OUT  
PALM BEACH COUNTY, INC .FOR FUNDING OF THE PAINT YOUR HEART OUT  
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 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 65-0631738.

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 18, 2008 to April 22, 2008; and

**WHEREAS**, 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 purchasing recycled paint to paint houses & non-profit organizations throughout Palm Beach County, hereinafter referred to as the "Paint Your Heart Out Project"; and

**WHEREAS**, County has selected AWARDEE's Paint Your Heart Out 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 Paint Your Heart Out Project; and

**WHEREAS**, implementation of AWARDEE's Paint Your Heart Out 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. 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.

2. 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 Paint Your Heart Out Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Five Hundred Dollars (\$2,500) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. County will use its best efforts to provide said funds to AWARDEE 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 AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE 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.

5. AWARDEE 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.

6. AWARDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

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

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

9. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE 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 AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

10. 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 8 above.

11. AWARDEE 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.

12. In the event AWARDEE 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.

13. 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.

14. 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.

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

16. 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.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. 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.

20. 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.

21. The County and AWARDEE 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.

22. 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.

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

24. 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.

25. 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 AWARDEE:**

Paint Your Heart Out Palm Beach County, Inc.  
Joanna Aiken  
7501 North Jog Road  
West Palm Beach, FL 33412

26. 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.

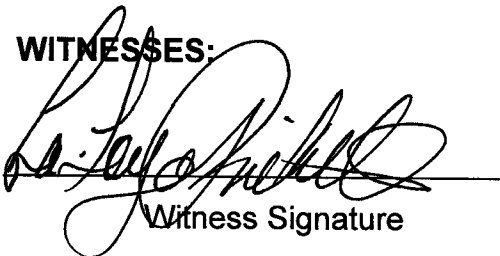
ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Addie L. Greene, Chairperson

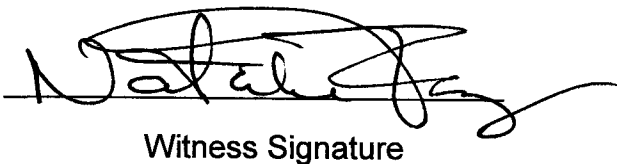
WITNESSES:

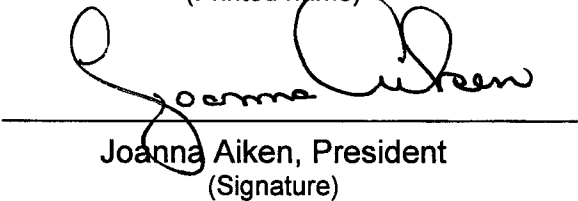
  
Witness Signature

PAINT YOUR HEART OUT PALM BEACH  
COUNTY, INC.

By: Joanna Aiken

Joanna Aiken, President  
(Printed name)

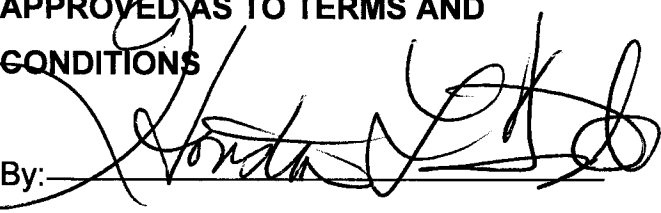
  
Witness Signature

  
Joanna Aiken, President  
(Signature)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Anne Delgent  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

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

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**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:**

Paint Your Heart Out Palm Beach County, Inc.

**Project Title:**

Paint Your Heart Out Project

**Area Location:**

The Project will be located throughout Palm Beach County

**Project Description:**

The Paint Your Heart Out Project is a community project presented by Paint Your Heart Out Palm Beach County, Inc. This project will promote "going green" by utilizing recycled paint to paint houses & non-profit organizations throughout Palm Beach County to exhibit a sense of pride, aesthetic, and beautification for the community. The funding requested will be used to purchase recycled paint.

- **County funds requested:** \$ 2500.00
- **Total Applicant's contribution:** \$ 2500.00
- **Total Project Cost:** \$ 5000.00



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 Paint Your Heart Out Project presented by Paint Your Heart Out Palm Beach County, Inc. 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:** Paint Your Heart Out Palm Beach County, Inc

**PROJECT DESCRIPTION:**

The "Paint Your Heart Out Project" is a community project presented by the Paint Your Heart Out Palm Beach County, Inc. to acquire purchasing Recycled Paint. This project will paint houses & non-profit organizations throughout Palm Beach County to exhibit a sense of pride, aesthetic, and beautification for the community.

County funds requested:                      \$ 2500.00

Total Project Cost:                              \$ 5000.00

**APPROVAL STATUS:**

Risk Management ~~agree~~ **do not agree** to waive the "insurance requirement" for Paint Your Heart Out Palm Beach County, Inc. a Florida not-for-profit corporation.

**INSURANCE NEEDED:**    YES ☒                      No ☐

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
SIGNATURE OF REVIEWER

mgr  
\_\_\_\_\_  
TITLE OF REVIEWER

R. Cohen  
\_\_\_\_\_  
PRINT NAME

6/17/08  
\_\_\_\_\_  
DATE

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/17/2007
PRODUCER (561)278-0448 FAX (561)278-2391 Weekes & Callaway, Inc. 777 East Atlantic Ave. Ste 300 Delray Beach, FL 33483 Ana M. Smith, ACSR, AIAM, CISR		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 Paint Your Heart Out Palm Beach County C/O Goldberg, Jacobs & Co. 2161 Palm Bch Lakes Blvd #450 W. Palm Beach, FL 33409		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Scottsdale		41297
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADDT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	CLS1428360	10/14/2007	10/14/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
		AUTOMOBILE LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
		GARAGE LIABILITY				OTHER THAN EA ACC \$
		<input type="checkbox"/> ANY AUTO				AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				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	CANCELLATION
Palm Beach County Board of County Comm. Office of Community Revitalization 2300 N Jog Road West Palm Beach, FL 33411	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 AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Joseph Grillo/ASMITH

**AGREEMENT BETWEEN PALM BEACH COUNTY AND LAKE WORTH WEST  
RESIDENT PLANNING GROUP, INC. FOR FUNDING OF THE LAKE WORTH WEST  
BACK TO SCHOOL BASH 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 Lake Worth West Resident Planning Group, 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 65-0838753.

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 18, 2008 to April 22, 2008; and

**WHEREAS**, 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 purchasing backpacks, school supplies and other supplies for Lake Worth West Back to School Bash, hereinafter referred to as the "Lake Worth West Back to School Bash Project"; and

**WHEREAS**, County has selected AWARDEE's Lake Worth West Back to School Bash 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 Lake Worth West Back to School Bash Project; and

**WHEREAS**, implementation of AWARDEE's Lake Worth West Bash to School Bash 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. 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."

2. County agrees to fund an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to AWARDDEE for reimbursement of costs related to the Lake Worth West Back to School Bash Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

3. COUNTY agrees to pay on behalf of AWARDDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for expenses incurred by AWARDDEE in accordance with the Project Budget. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Five Hundred Dollars (\$2,500) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. 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.

5. 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.

6. AWARDDEE warrants it is an active not-for-profit corporation, duly chartered

and registered with the Florida Department of State, Division of Corporation.

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

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

9. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE 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 AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

10. 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 8 above.

11. AWARDEE 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.

12. In the event AWARDEE 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.

13. 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.

14. 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.

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

16. 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.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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:**

Lake Worth West Resident Planning Group, Inc.  
Heath Chute, Board Officer  
4730 Maine Street  
Lake Worth, FL 33461

26. 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.

(The remainder of this page is intentionally left blank.)

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

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

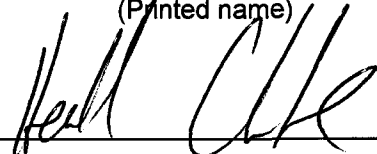
WITNESSES:

LAKE WORTH WEST RESIDENT PLANNING  
GROUP, INC.

By:  \_\_\_\_\_  
Witness Signature

By: Heath Chute \_\_\_\_\_  
Heath Chute, Board Officer  
(Printed name)

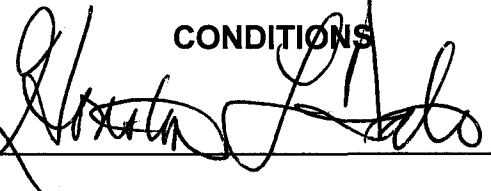
 \_\_\_\_\_  
Witness Signature

 \_\_\_\_\_  
Heath Chute, Board Officer  
(Signature)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: Anne Delgent \_\_\_\_\_  
County Attorney

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

(The remainder of this page is intentionally left blank.)



## **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:**

Lake Worth West Resident Planning Group, Inc.

**Project Title:**

Lake Worth West Back to School Bash Project

**Area Location:**

The Project will be located on Maine Street, Lake Worth, 33461

**Project Description:**

The Lake Worth West Back to School Bash Project is a community project presented by Lake Worth West Resident Planning Group, Inc. This project will provide needy school age residents of Lake Worth West with free backpacks, school supplies, haircuts, immunizations and a barbeque. This project is done in collaboration with PBSO & PBC Health Dept. The funding requested will be used to purchase backpacks, school supplies and other supplies for Lake Worth West Back to School Bash for the neighborhood.

- |                                   |            |
|-----------------------------------|------------|
| • County funds requested:         | \$ 2500.00 |
| • Total Applicant's contribution: | \$ 2500.00 |
| • Total Project Cost:             | \$ 5000.00 |



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 Lake Worth West Back to School Bash Project presented by Lake Worth West Resident Planning Group, Inc. 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:** Lake Worth West Resident Planning Group, Inc.

**PROJECT DESCRIPTION:**

The "Lake Worth West Bash to School Bash project" is a community unification project presented by Lake Worth West Resident Planning Group, Inc. to acquire purchasing backpacks, school supplies and other supplies for LWW Back to School Bash. This project will provide needy school age residents with free school supplies, backpacks, haircut, immunizations and a barbeque.

County funds requested: \$ 2,500.00

Total Project Cost: \$ 5,000.00

**APPROVAL STATUS:**

Risk Management ~~agree~~ do not agree to waive the "insurance requirement" for Lake Worth West Resident Planning Group, Inc.

**INSURANCE NEEDED:** Yes ☒ No ☐

**COMMENTS:** \_\_\_\_\_

  
\_\_\_\_\_  
**SIGNATURE OF REVIEWER**

mgr  
\_\_\_\_\_  
**TITLE OF REVIEWER**

R Cohen  
\_\_\_\_\_  
**PRINT NAME**

6/17/08  
\_\_\_\_\_  
**DATE**

JUN-08-2008 MON 11:58 AM Eaton Insurance

FAX NO. 5819684312

P. 01/01



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/09/08

PRODUCER Eaton Insurance, Inc.  
7753 Lake Worth Road  
Lake Worth, FL 33457  
Phone (561)866-1846 Fax (561)966-4312

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

INSURER A: CENTURY SURETY GROUP  
INSURER B: U.S. LIABILITY INSURANCE CO  
INSURER C: NATIONAL LIAB & FIRE INS. CO  
INSURER D:  
INSURER E:  
INSURER F:

NAIC #

INSURED Lake Worth West Resident Planning Group  
4730 Maine Street  
Lake Worth, FL 33461-

## COVERAGES

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

INSR LTR	ADDL INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CCP317638	07/20/07	07/20/08	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) 100,000 MED EXP (Any one person) 2,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COM/PROP AGG 1,000,000
B	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	73APN388384	11/29/07	11/29/08	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) 100,000 BODILY INJURY (Per accident) 300,000 PROPERTY DAMAGE (Per accident) 50,000
C	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B		OTHER D&O	HD010149428A	08/02/07	08/02/08	1,000,000

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

GOVERNMENT FUNDED, NOT-FOR-PROFIT ORGANIZATION FOR NEIGHBORHOOD EMBETTERMENT

## CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, C/O OCR MANAGER  
OFFICE OF COMMUNITY REVITALIZATION  
2300 NORTH JOG ROAD  
WEST PALM BEACH, FLORIDA 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

*Charlotte Zoon*

07/10/2008 09:32 FAX

JUL 10 2008 7:26PM

HP LASERJET FAX

004

P. 2

JUL-10-2008 THU 02:58 PM Eaton Insurance

FAX NO. 5818884312

P. 01/01

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/09/08

PRODUCER Eaton Insurance, Inc.  
7783 Lake Worth Road  
Lake Worth, FL 33467  
Phone (561) 988-1848 Fax (561) 988-4312

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

INSURER A: CENTURY SURETY GROUP  
INSURER B: US LIABILITY INSURANCE COMPANY  
INSURER C: NATIONAL LIABILITY & FIRE INS. CO.  
INSURER D:  
INSURER E:  
INSURER F:

NAIC #

INSURED GA Lake Worth W. Resident Planning Group  
4730 Maine Street  
Lake Worth, FL 33461

### COVERAGES

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NO. OF POLICIES	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 <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.	CCP490317	07/20/08	07/20/09	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG INCLUDED
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	73APR215886	11/28/07	11/28/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) 100,000 BODILY INJURY (Per accident) 300,000 PROPERTY DAMAGE (Per accident) 50,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - BA ACCIDENT OTHER THAN BA ACC AUTO ONLY: AGG
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - BA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	D&O LIAB & EMPLOY PRAC LIA	ND01049428C	08/02/07	08/02/08	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
GOVERNMENT FUNDED, NOT-FOR-PROFIT ORGANIZATION FOR NEIGHBORHOOD EMBETTERMENT

### CERTIFICATE HOLDER

PALM BEACH COUNTY BOCC  
ATTN: DIRECTOR  
2633 VISTA PARKWAY  
WEST PALM BEACH, FL 33411  
FAX 233-0210

### 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

*Rafael H. H.*

© ACORD CORPORATION 1999

ACORD 25 (2/99/75) OF

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ERICKA GONDER AN  
INDIVIDUAL REPRESENTING PARSON HEIGHT COMMUNITY GROUP FOR  
FUNDING OF THE SHARED VISION 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 Ericka Gonder an individual representing Parson Heights 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 18, 2008 to April 22, 2008; and

**WHEREAS**, 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 purchasing supplies and materials, refreshments, printer ink, paper supplies and materials to both publish and distribute meeting reminders and minutes to launch a community organizing event and the development of a monthly neighborhood watch program to build collaborative community relationships among area residents, herein after referred to as the "Shared Vision Project"; and

**WHEREAS**, County has selected AWARDEE's Shared Vision 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 Shared Vision Project; and

**WHEREAS**, implementation of AWARDEE's Shared Vision 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. 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."

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

3. COUNTY agrees to pay on behalf of AWARDDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for expenses incurred by AWARDDEE in accordance with the Project Budget. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Five Hundred Dollars (\$2,500) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. 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.

5. 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.

6. AWARDDEE shall be responsible for the operation and maintenance of the

Project, including all associated costs.

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

8. 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.

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10. 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.

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12. 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.

13. AWARDDEE 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 AWARDDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

15. 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. 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, AWARDDEE 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 AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

16. AWARDDEE 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. 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. AWARDDEE 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 AWARDDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. 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.

19. 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.

20. 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.

21. 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.

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:**

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

**As to AWARDEE:**

Ericka Gonder  
Parson Height Community Group  
1761 West 13th Street  
Riviera Beach, FL 33404

23. 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.

(The remainder of this page is intentionally left blank.)

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

**ATTEST:**

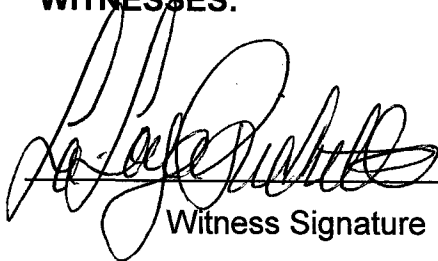
**SHARON R. BOCK, Clerk &  
Comptroller**

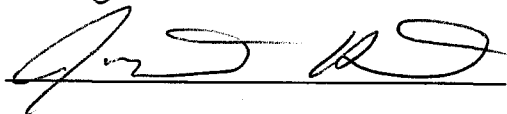
By: \_\_\_\_\_  
Deputy Clerk

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

By \_\_\_\_\_  
Addie L. Greene, Chairperson

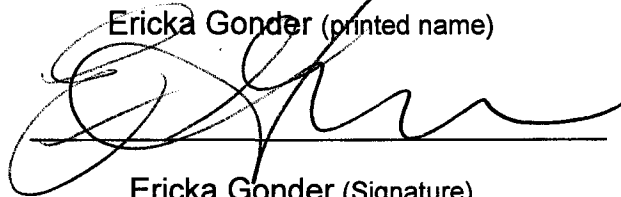
**WITNESSES:**

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Witness Signature

**AWAREDEE**

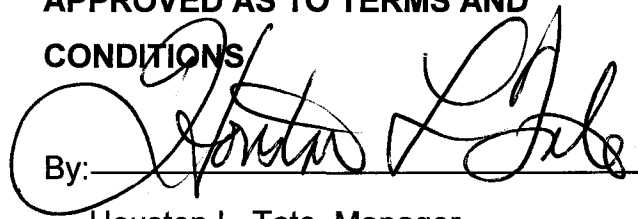
By: Ericka Gonder  
Ericka Gonder (printed name)

  
\_\_\_\_\_  
Ericka Gonder (Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Delgent  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

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

(The remainder of this page is intentionally left blank.)



## **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:**

Ericka Gonder an individual representing Parson Heights Community Group

**Project Title:**

Shared Vision Project

**Area Location:**

The Project will be located at 1057 West 6<sup>th</sup> Street, Riviera Beach, FL 33404

**Project Description:**

The Shared Vision Project is a community unification project presented by Ericka Gonder an individual representing Parson Heights Community Group to launch a community organizing event and the development of a monthly neighborhood watch program to build collaborative community relationships among area residents. The mission of this project is to build a sense of unity and demonstrate residents' pride in making their neighborhood an enjoyable and safer place to live through community involvement. The funding requested will be used to purchase refreshments, printer ink, paper supplies and materials to both publish and distribute meeting reminders and minutes, and organize community events.

- |                                   |            |
|-----------------------------------|------------|
| • County funds requested:         | \$ 2500.00 |
| • Total Applicant's contribution: | \$ 2500.00 |
| • Total Project Cost:             | \$ 5000.00 |



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 Shared Vision Project presented by Ericka Gonder an individual representing Parson Heights 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:** Ericka Gonder an individual representing Parson Heights Community Group

**PROJECT DESCRIPTION:**

The "Shared Vision" project is a community unification project presented by Ericka Gonder an individual representing Parson Heights Community Group to acquire purchasing supplies and materials, refreshments, printer ink, paper supplies and materials to publish and distribute meeting minutes mail out to launch a Community Organizing Event and the development of a Monthly Neighborhood Watch Program to build collaborative community relationships among area residents.

County funds requested: \$ 2500.00

Total Project Cost: \$ 5000.00

**APPROVAL STATUS:**

Risk Management agree/do not agree to waive the "insurance requirement" for Ericka Gonder an individual representing Parson Heights Community Group.

**INSURANCE NEEDED:** Yes ☐

No ☒

**COMMENTS:** \_\_\_\_\_

  
\_\_\_\_\_  
**SIGNATURE OF REVIEWER**

  
\_\_\_\_\_  
**PRINT NAME**

PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
**TITLE OF REVIEWER**  
CASUALTY INSURANCE SECTION  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406  
6/3/08  
**DATE**

**AGREEMENT BETWEEN PALM BEACH COUNTY AND REBUILDING  
TOGETHER OF THE PALM BEACHES, INC. FOR FUNDING OF THE  
REBUILDING TOGETHER 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 Rebuilding Together of the Palm Beaches, 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 65-0691732.

**W I T N E S S E T H:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 18, 2008 to April 22, 2008; and

**WHEREAS**, 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 purchasing recycled plastic benches to be given to CCRT and REAP neighborhoods and organizations throughout Palm Beach County, herein after referred to as the "Rebuilding Together Project"; and

**WHEREAS**, County has selected AWARDEE's Rebuilding Together 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 Rebuilding Together Project; and

**WHEREAS**, implementation of AWARDEE's Rebuilding Together 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. 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.

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

3. COUNTY agrees to pay on behalf of AWARDDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for expenses incurred by AWARDDEE in accordance with the Project Budget. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Five Hundred Dollars (\$2,500) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. 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.

5. 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.

6. AWARDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

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

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

9. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE 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 AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

10. 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 8 above.

11. AWARDEE 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.

12. In the event AWARDEE 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.

13. 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.

14. 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.

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

16. 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.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. 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.

20. 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.

21. The County and AWARDEE 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.

22. 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.

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

24. 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.

25. 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 AWARDEE:**

Rebuilding Together of the Palm Beaches, Inc.  
Joanna Aiken  
7501 North Jog Road  
West Palm Beach, FL 33412

26. 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:**

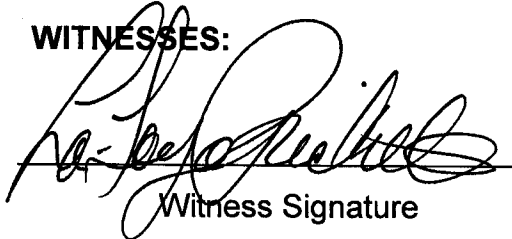
**SHARON R. BOCK, Clerk &  
Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

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

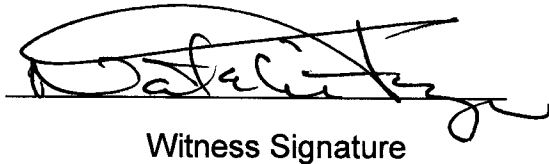
By: \_\_\_\_\_  
Addie L. Greene, Chairperson

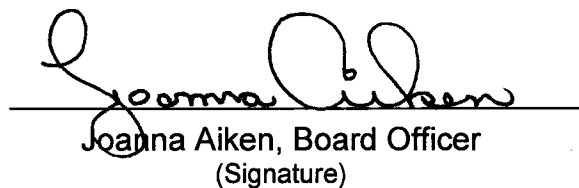
**WITNESSES:**

  
Witness Signature

**REBUILDING TOGETHER OF THE PALM  
BEACHES, INC.**

By: Joanna Aiken  
Joanna Aiken, Board Officer  
(Printed name)

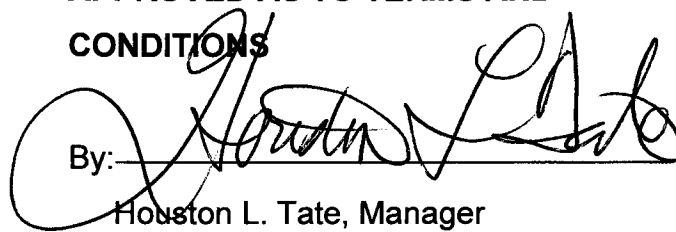
  
Witness Signature

  
Joanna Aiken, Board Officer  
(Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Helgent  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

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

(The remainder of this page is intentionally left blank.)



## **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:**

Rebuilding Together of the Palm Beaches, Inc.

**Project Title:**

Rebuilding Together Project

**Area Location:**

The Project will be located throughout Palm Beach County

**Project Description:**

The Rebuilding Together Project is a community project presented by Rebuilding Together of the Palm Beaches, Inc. This project will promote "going green" and provide the opportunity for neighborhoods to start, continue or complete a beautification project by installing recycled plastic benches for neighborhood improvements to be given to CCRT and REAP neighborhoods and organizations throughout Palm Beach County. The funding requested will be used to purchase recycled plastic benches.

- **County funds requested:** \$ 2500.00
- **Total Applicant's contribution:** \$ 2500.00
- **Total Project Cost:** \$ 5000.00



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 Rebuilding Together Project presented Rebuilding Together of the Palm Beaches, Inc. 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:** Rebuilding Together of the Palm Beaches, Inc.

**PROJECT DESCRIPTION:**

The "Rebuilding Together Project" is a community project presented by the Rebuilding Together of the Palm Beaches, Inc to acquire purchasing Recycled Plastic Benches. This project will promote "going green" and provide the opportunity for neighborhoods to start, continue or complete a beautification project by installing recycled plastic benches for neighborhood improvements to be given to all CCRT and REAP neighborhoods throughout Palm Beach County.

County funds requested: \$ 2500.00

Total Project Cost: \$ 5000.00

**APPROVAL STATUS:**

Risk Management ~~agrees~~ do not agree to waive the "insurance requirement" for Rebuilding Together of the Palm Beaches, Inc. a Florida not-for-profit corporation.

**INSURANCE NEEDED:** Yes ☒ No ☐

**COMMENTS:** \_\_\_\_\_

Nancy L Bolton  
SIGNATURE OF REVIEWER

Nancy Bolton  
PRINT NAME

Director - Risk Mgmt  
TITLE OF REVIEWER

6/23/08  
DATE

DATE (MM/DD/YYYY)  
03/20/2008

**PRODUCER**  
Aon Risk Services ,Inc. of Washington, D.C./ Hunti  
1120 20th Street NW  
Washington DC 20036 USA

**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.**

PHONE - (866) 283-7122 FAX - (847) 953-5390

**INSURED**  
Rebuilding Together of the Palm Beaches  
c/o Solid Waste Authority of Palm Beach  
7501 North Jog Rd.  
West Palm Beach FL 33412 USA

INSURERS AFFORDING COVERAGE		NAIC
INSURER A:	Westchester Surplus Lines Ins Co	10172
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.

PROPORTIONATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYY)	POLICY EXPIRATION DATE(MMDDYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	G24011720001	03/15/08	03/15/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG _____	\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000 _____
		<b>AUTOMOBILE LIABILITY</b> <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)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY :      EA ACC AGG	
A		<b>EXCESS /UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	G21980201003	03/15/08	03/15/09	EACH OCCURRENCE AGGREGATE _____ _____ _____	\$5,000,000 \$5,000,000 _____ _____ _____
		<b>WORKERS COMPENSATION AND            EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS    OTH- ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
		<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
PALM BEACH COUNTY BOARD OF COUNTY COMMISSEIONERS IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY  
WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES UNDER THE GENERAL LIABILITY WHERE REQUIRED BY  
WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

**PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS  
ATTN: EDWARD LOWERY, OCR MANAGER  
PBC OFFICE COMMUNITY REVITALIZATION  
100 AUSTRALIAN AVE., 5TH FLOOR  
WEST PALM BEACH, FL 33406 USA**

## 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**

*Non Risk Services Inc., of Washington D. C.*

**Holder Identifier :**

**Certificate No:** 570027502826



**AGREEMENT BETWEEN PALM BEACH COUNTY AND YOUTH EMPOWERMENT  
INCORPORATED FOR FUNDING OF THE G.R.O.W. NIGHT 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 Youth Empowerment Incorporated, hereinafter referred to as "AWARDEE".

**W I T N E S S E T H:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 18, 2008 to April 22, 2008; and

**WHEREAS**, 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 purchasing refreshments, a TV and DVD player, games, and resources for community workshops for the Gang Reduction of West Palm Beach Program aimed at developing gang awareness, family cohesion, and addressing community issues relevant to the youth of Westgate and Belvedere Homes, hereinafter referred to as the "G.R.O.W. Night Project"; and

**WHEREAS**, County has selected AWARDEE's G.R.O.W. Night Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Two Thousand Dollars (\$2,000) to help offset expenses toward AWARDEE's implementation of its G.R.O.W. Night Project; and

**WHEREAS**, implementation of AWARDEE's G.R.O.W. Night 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. 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.

2. County agrees to fund an amount not to exceed Two Thousand Dollars (\$2,000) to AWARDEE for reimbursement of costs related to the G.R.O.W. Night Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed Two Thousand Dollars (\$2,000) for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Dollars (\$2,000) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.

4. County will use its best efforts to provide said funds to AWARDEE 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 AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE 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.

5. AWARDEE 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.

6. AWARDEE warrants it is an active not-for-profit corporation, duly chartered

and registered with the Florida Department of State, Division of Corporation.

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

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

9. 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.

10. 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 8 above.

11. 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.

12. 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 AWARDDEE. County shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by County's determination.

13. 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.

14. AWARDDEE 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 AWARDDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

16. 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.

17. 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 unless granted in writing by County's Risk Management Department. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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:**

Youth Empowerment Inc.  
Theresa Cantelo  
2615 North Old Military Trail  
West Palm Beach, FL 33417

26. 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.

(The remainder of this page is intentionally left blank.)

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

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

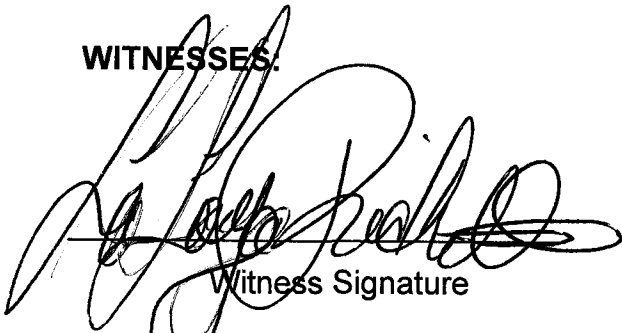
PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

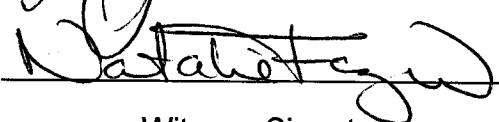
By: \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Addie L. Greene, Chairperson

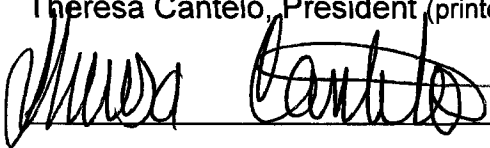
WITNESSES.

YOUTH EMPOWERMENT INC.

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Witness Signature

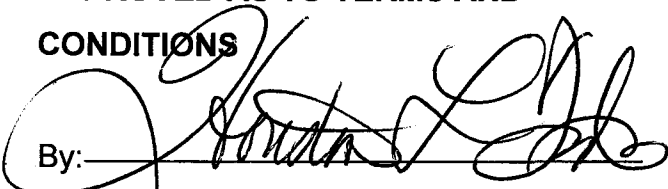
By: Theresa Cantelo  
Theresa Cantelo, President (printed name)

  
\_\_\_\_\_  
Theresa Cantelo, President (Signature)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Anne Delgent  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

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

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## **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:**

Youth Empowerment Inc.

**Project Title:**

G.R.O.W. Night Project (Gang Reduction of WPB)

**Area Location:**

The project will be located at the Westgate Community Center, West Palm Beach, FL

**Project Description:**

The G.R.O.W. Night Project is a community unification project from the Gang Reduction Of West Palm Beach Program presented by Youth Empowerment, Inc. aimed at developing gang awareness, family cohesion, and addressing community issues relevant to the youth of Westgate and Belvedere Homes. This project will be held on a weekly basis for the youth participants and incorporating participant's families on a monthly basis. Activities include: games, movies, refreshments, and a monthly guest speaker relevant to the needs of the community. The project will also encourage a sense of pride among family members as they become more empowered through education to make their neighborhood a more pleasant and safer place to live. The funding being requested will be used to purchase refreshments, a television and DVD player, games, and resources for community workshops.

- |                                   |            |
|-----------------------------------|------------|
| • County funds requested:         | \$ 2000.00 |
| • Total Applicant's contribution: | \$ 2000.00 |
| • Total Project Cost:             | \$ 4000.00 |



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 G.R.O.W. Night Project presented by Youth Empowerment Inc. 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: Youth Empowerment, Inc.

**PROJECT DESCRIPTION:**

The "G.R.O.W. Night Project" is a community unification project presented by the Youth Empowerment, Inc. (YEI) to acquire purchasing a TV and DVD player, games, refreshments and resources for community workshops. This project is aimed at developing gang awareness, family cohesion, and addressing community issues relevant to the youth of Westgate and Belvedere Homes.

A certificate of Insurance has not been provided, as Youth Empowerment, Inc. (YEI) is uninsured.

County funds requested:                      \$ 2000.00

Total Project Cost:                              \$ 4000.00

**APPROVAL STATUS:**

Risk Management ~~agree~~ **do not agree** to waive the "insurance requirement" for the Youth Empowerment Inc.

INSURANCE NEEDED: YES ☒                      No ☐

COMMENTS: \_\_\_\_\_

  
SIGNATURE OF REVIEWER

Richard Cohen  
PRINT NAME

PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
100 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406  
\_\_\_\_\_  
6/22/08  
DATE

<b>ACORD</b> <sup>TM</sup>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YY) 06/20/08	
PRODUCER Eaton Insurance, Inc. 7753 Lake Worth Road Lake Worth, FL 33467 Phone (561)966-1848 Fax (561)966-4312				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 YOUTH EMPOWERMENT INC. 2615 No Old Military Trail WEST PALM BEACH, FL 33417-				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A: BURLINGTON INS CO			
				INSURER B:			
				INSURER C:			
				INSURER D:			
				INSURER E:			
				INSURER F:			
COVERAGES							
THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY	08-062008	06/20/08	06/20/09	EACH OCCURRENCE	500,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	5,000
		<input type="checkbox"/>				PERSONAL & ADV INJURY	500,000
		<input type="checkbox"/>				GENERAL AGGREGATE	1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	500,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<input type="checkbox"/>	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
		<input 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)	
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON OWNED AUTOS					
		<input type="checkbox"/>					
	<input type="checkbox"/>	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	
		<input type="checkbox"/>				AUTO ONLY: AGG	
	<input type="checkbox"/>	EXCESS LIABILITY				EACH OCCURRENCE	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
		<input type="checkbox"/> DEDUCTIBLE					
		<input type="checkbox"/> RETENTION					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?				E.L. EACH ACCIDENT	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	
		OTHER				E.L. DISEASE - POLICY LIMIT	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
TUTOR							
CERTIFICATE HOLDER IS ADDITIONAL INSURED							
CERTIFICATE HOLDER				CANCELLATION			
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O OCR MANAGER 2300 N. JOG ROAD WEST PALM BEACH FL 33411				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 Kathy Hale			
ACORD 25 (2001/08)				© ACORD CORPORATION 1988			