Agenda Item #: 3A-

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	July 22, 2008	[X] []	Consent Workshop	[] []	Regular Public Hearing	
Department:	County Administ	ration				
Submitted By:	County Administ	ration				

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 related to the Community Circle Project; H) an Agreement with Modern Villas Homeowner's expenses 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 notto-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 24th through February 28, 2008, and the other six (6) week REAP session was held in central Palm Beach County from March 18th 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	al $\mathcal{O}(\mathbf{A})$	\square	
Recommended by ⁶¹ ⁷³ ¹⁰⁰	Horota	ats	4/23/08
Approved By:	Department Manager Deputy County Administrator	Date	1/19/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal	Years					
		20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>
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Repor	ting Category					
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).	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.

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 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. 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 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.

(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

Ву:_____

Deputy Clerk

ÉS: Vitness Signature

Witness Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Unne Ide

County Attorney

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

Ву _____

Addie L. Greene, Chairperson

IGLESIA BAUTISTA INDEPENDIENTE EMANUEL, INC.

EL By:

Eli Cano, Director (Printed name)

Eli Cano, Director (Signature)

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:

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:
Total Applicant's contribution:
Total Project Cost:

\$ 2,200.00 \$ 2,200.00 \$ 4,400.00



Exhibit **B**

PALM BEACH COUNTY OFFICE OF COMMUNITY REVITALIZATION

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

REQUEST FOR PAYMENT FORM

Date
^D roject 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:_____

Signature:

If under age 18: Name of parent/legal guardian: _____ Date: _____

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 CASUATTYLE SUFRESHEWERON 160 AUSTRALIAN AVE SUITE 401 WEST PALM BEACH, FL 33406

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ics) must be endorsed. A statement on this certificate does not conferrights 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 cartificate does not confer rights to the certificate holder in fieu 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.

AGORD 25 (2001/08)

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.

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 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 AWARDEE 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 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:

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:_____

WITNESSES:

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

Deputy Clerk

Ву _____

Addie L. Greene, Chairperson

NOAH DEVELOPMENT CORPORATION

RoberCUS un

Witness Signature

Witness Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: anne Ode

County Attorney

By: Greatge Kinyler

George Kinsler, Housing Director (Print)

Jeage Kingler

George Kinsler, Housing Director (Signature)

APPROVED AS TO TERMS AND CONDITION 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:

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.

Date:

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 <u>NOAH Senior's Development Project</u> presented by <u>NOAH</u> <u>Development Corporation</u>, 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:	
Name:	

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:

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

APPROVAL STATUS: <u>Risk Management</u> agree/do not agree to vaive the "insurance requirement" for <u>NOAH Development Corporation a Florida not-for-profit corporation.</u>

INSURANCE NEEDED: YES

No 🗌

COMMENTS:

SIGNATURE OF REVIEWER

PALM BEACH COUNTY RISK MANAGEMENTEWERRTMENT CABUTALE OF REVIEWERRTMENT 160 AUSTRALIAN AVE SUITE 401 WEST PALM BEACH, FL 33406

29 38

PRINT NAME

Client#: 81245	NOAHDEVE			
ACORD. CERTIFICATE OF LIAE	BILITY INSURANCE DATE (MM/DD/Y 07/01/08			
PRODUCER Kornreich/NIA 1601 Belvedere Road	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFO ONLY AND CONFERS NO RIGHTS UPON THE CERTIF HOLDER. THIS CERTIFICATE DOES NOT AMEND, EX ALTER THE COVERAGE AFFORDED BY THE POLICIE	FICATE		
Suite 300, East Tower West Palm Beach, FL 33406	INSURERS AFFORDING COVERAGE	NAIC #		
INSURED	INSURER A: Scottsdale Insurance Company	41297		
Noah Development Corp.	INSURER B: Fidelity & Deposit Company of Maryla	39306		
601 Covenant Drive	INSURER C: Certain Underwriters at Lloyd's ins.			
Belle Glade, FL 33430	INSURER D: Scottsdale ins Co.			
	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.

NSR I	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	3
A		GENERAL LIABILITY	BCS0017542	07/01/08	07/01/09	EACH OCCURRENCE	\$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	sExcluded
		X BI/PD Ded:2,500				PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	'S
		ANY AUTO				(Ea accident)	•
		ALL OWNED AUTOS				BODILY INJURY	5
		SCHEDULED AUTOS				(Per person)	
		HIRED AUTOS				BODILY INJURY	5
		NON-OWNED AUTOS				(Per accident)	
					ľ	PROPERTY DAMAGE	s
						(Per accident)	
						AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
_			.			AGG	5
A			XLS0052819	07/01/08	07/01/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
		DEDUCTIBLE					\$
		RETENTION \$				WC STATU- OTH-	\$
		KERS COMPENSATION AND					
	ANY	PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	5
		CER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	1
	SPEC	CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$
в			CCP003490411	06/23/08	06/23/09	\$350,000	
		perty	AMR22540	11/28/07	11/28/08	\$28,727,654	•
D	Рго	perty	CPS0885473	11/28/07	11/28/08	\$1,360,945	

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 hall deductible \$100,000. AOP Deductible \$5,000

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Paim Beach County Office of Community Revitalization 2300 N. Jog Road, 2 East West Paim Beach, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
ACORD 25 (2001/08) 1 of 3 #S630647/M630631	BRBE @ ACORD CORPORATION 1988

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(les). 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.

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 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 AWARDEE 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 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. 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.

Ву _____

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

By:

WITNESSES:

Deputy Clerk

Addie L. Greene, Chairperson

HOUSING PARTNERSHIP, INC.

Vitn<u>ess</u> Signatur Vitness Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Une C

County Attorney

By:

Patrick McNamara, President & CEO (Printed name)

Patrick McNamara ht & CEO sidei (Signature

APPROVED AS TO TERMS AND CONDITIO ΧÍS 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 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.

٠	County funds requested:	\$ 2,200.00
٠	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 <u>Community Comp Project</u> presented by <u>Housing Partnership</u>, <u>Inc.</u> to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

- 1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
- 2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name:	Date:
Signature:	
If under age 18: Name of parent/legal guardian:	Date:
Signature of parent/legal guardian:	



RISK MANAGEMENT INSURANCE VERIFICATION FORM

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:\$ 2,200.00Total Project Cost:\$ 4,400.00

APPROVAL STATUS:	\frown					
Risk Management agree	do not agree	o waive	the '	"insurance	requirement"	for the
Housing Partnership, Inc.	a Florida not-foi	r-profit co	rpora	tion.	roquiionon	

INSURANCE NEEDED: YES

No 🗌

COMMENTS:

SIGNATURE OF REVIEWER

PALM BEACH COUNTY RISK MANAGEMENT DEPARTMENT CASUALT FINEL OF REVIEWER 160 AUSTRALIAN AVE SUITE 401 WEST PALM BEACH, FL 33403

DATE

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REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

c/o OCR Manager OCR2300 N. Jog Road West Palm Beach, FL 33411-

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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 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.

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 **g** above.

10. 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.

11. 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.

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. 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.

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:

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

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

By: ___

Deputy Clerk

WITNESSES:

By __

Addie L. Greene, Chairperson

AWAREDEE

Witness Signature

Witness Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: anne Helgen **County Attorney**

By: Kimberly Erickson

Kimberly Erickson (printed name)

Kimberly Euchson

Kimberly Erickson (Signature)

APPROVED AS TO TERMS AND

CONDITIONS NAM 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.

٠	County funds requested:	\$ 1,700.00
٠	Total Applicant's contribution:	\$ 1,700.00
٠	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

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 <u>Something To Talk About Project</u> presented <u>by Kimberly</u> <u>Erickson</u> 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.

Date:
Date:
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: <u>\$1.700.00</u> Total Project Cost: <u>\$ 4,968.00</u>

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:

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PALM BEACH COUNTY **RISK MANAGEMENT DEPARTMENT** CASUALTY INSURANCE SECTION 160 AUSTRALIAN AVETSTILLE OF REVIEWER WEST PALM BEACH, FL 33406

729/08

DATE

PRINT NAME

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.

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 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 AWARDEE 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 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 33411

As to AWARDEE:

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	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By Addie L. Greene, Chairperson
WITNESSES:	HOUSING PARTNERSHIP, INC.
Witness Signature Witness Signature Witness Signature	By: PATRICK J. MANKUN Patrick Franklin, President & CEO (Frinted name) Parick Franklin, President & CEO (Signature)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: <u>Anne Idefant</u> 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
٠	Total Applicant's contribution:	\$ 2500.00
٠	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.

Date:

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 <u>UL Neighborhood Gardening & Beautification Project</u> presented by <u>The Urban League of Palm Beach County, Inc.</u> 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:			
	the second s		

Signature:

If under age 18:		
Name of parent/legal guardian: _	Date:	·

Signature of parent/legal guardian: _____

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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:

Jancy & Bolton Signature of Reviewer 16 mars Polton

n-Risk Mand

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· FROM : VITA _ _

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PROPERTY

6/25/2006 ISSUE DATE 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. CERTIFICATE OF INSURANCE PRODUCER PRISCILLA TAYLOR INSURANCE 7711 MILITARY TRAIL NORTH Paim Beach Gardens, FL 33410 COMPANIES AFFORDING COVERAGE COMPANY Nautilus Insurance Company A LETTER COMPANY N/A В INSURED LETTER URBAN LEAGUE OF PALM BEACH CO. 1700 N AUSTRIALIAN AVENUE COMPANY С N/A LETTER West Palm Beach, FL 33407 COMPANY D N/A LETTER COMPANY Nautilus Insurance Company E LETTER 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 COVERAGES PAID CLAIMS. LIMITS POLICY POLICY TYPE OF POLICY co EXPIRATION DATE EFFECTIVE DATE INSURANCE NUMBER LTR 2,000,000 GENERAL AGGREGATE 12/11/2008 A GENERAL LIASILITY NC737287 12/11/2007 Excluded PRODUCTS COM/OF AGG. Excluded PERSONAL & ADV. INJURY EACH OCCURRENCE 2,000,000 100,000 DAMAGE PREM PENTED TO YOU 5,000 MED EXPENSE (Any one person) COMBINDED SINGLE LIMIT PERSONAL LIABILITY 8 MEDICAL PAYMENTS TO OTHERS EACH OCCURRENCE EXCESS LIABILITY Č

FAX NO. : 5612829490 3

DESCRIPTION OF OPERATIONS / VEHICLES / SPECIALTY ITEMS Buildings or Premises office Not- For- Profit only, Mercantile - Solo Occupancy Only - Not Otherwise Clinicatified - Monerate Susceptibility CERTIFICATE HOLDER Additional Insured - Paim Beach County Board of County Commissioners C/O OCR Menager, OCR 2300 N log Rd West Paim Boach, FL 33411

12/11/2008

12/11/2007

AGGREGATE

BUILDING

CONTENTS

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 AWARDEE 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 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 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 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.

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. 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.

11. 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.

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. 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.

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

WITNESSES Iness Signature

Witness Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ane

County Attorney

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

By _

Addie L. Greene, Chairperson

AWAREDEE

lacqu. pmetul By: _

Demetrius Jacques (printed name)

que Demetrius Jacques (Signature)

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:

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.

٠	County funds requested:	\$ 2500.0
•	Total Applicant's contribution:	\$ 2500.0

• Total Project Cost:

\$ 2500.00 \$ 2500.00 \$ 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 <u>Trash Cans Beautification Project</u> presented by <u>Demetrius</u> <u>Jacques an individual representing Gramercy Park Coalition</u> 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:_____

Signature:

Date:

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: <u>Demetrius Jacques an individual representing Gramercy Park</u> <u>Coalition</u>

PROJECT DESCRIPTION:

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

 County funds requested:
 \$ 2500.00

 Total Project Cost:
 \$ 5000.00

APPROVAL STATUS:

Risk Managemen 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

PRINT NAME

<u>የጉዓ</u> TITLE OF REVIEWER

1700

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 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 for sold 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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Addie L. Greene, Chairperson
WITNESSES:	HOUSING PARTNERSHIP, INC.
Jauro Jam Witness Signature La Contractor Witness Signature	By: Patrick McNamara, President & CEO (Printed name) Patrick McNamara, President & CEO (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY By: <u>Anne Actent</u>	SONDIFICIUS By Wala Lo
County Attorney	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 6th 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 were 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 <u>Community Circle Project</u> presented by <u>Housing Partnership</u>, <u>Inc.</u> 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:

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

INSURANCE NEEDED: YES

No 🗌

COMMENTS:

PRINT NAME

Ohr SIGNATURE OF REVIEWER 20 12

PALM BEACH COUNTY RISK MANAGEMENT DEPARTMENT TITLE OF REVIEWERNCE SECTION T60 AUSTRALIAN AVE SUITE 401 WEST PALM BEACH, FL 33406

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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.

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 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 AWARDEE 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 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. 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.

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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.

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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: PALM BEACH COUNTY, FLORIDA, BY ITS SHARON R. BOCK, Clerk & **BOARD OF COUNTY COMMISSIONERS** Comptroller By: ____ By _ **Deputy Clerk** Addie L. Greene, Chairperson ES **MODERN VILLAS HOMEOWNER'S** ASSOCIATION, INC. fa By: /itness Signature Nunn, President (Printed name) un unn, President **Witness Signature** (Signature) APPROVED AS TO FORM AND **APPROVED AS TO TERMS AND** LEGAL SUFFICIENCY CONDITIONS By: Unne

By: **County Attorney**

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:

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:
- Total Applicant's contribution:
- Total Project Cost:

\$ 2,000.00 \$ 2,000.00 \$ 4,000.00



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.

Date:

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 <u>Neighborhood Watch and New Community Lights Project</u> presented by <u>Modern Villas Homeowner's Association, Inc.</u> 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:_____

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:\$ 2,000.00Total 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

COMMENTS:

PRINT NAME

No 🗌

SIGNATURE OF REVIEWER

Bishzo Coher

PALM BEACH COUNTY BISK MANAGEMENT DEPARTMENT TITUE OF ARE VIEWERNCE SECTION 160 AUSTRALIAN AVE SUITE 401 WEST PALM BEACH, FL 33406 DATE/

······	Cilent#: 59829	MODVI	
<u>AC</u>	ORD. CERTIFICATE OF LIA	BILITY INSURANCE	DATE (MM/DD/YYY) 05/30/08
PRODUCER Advanced Insurance Und. 11440 Oksechobee Blvd, #201 Royal Palm Beach, FL 33411		THIS CERTIFICATE IS ISSUED AS A MATTER OF IN ONLY AND CONFERS NO RIGHTS UPON THE CERT HOLDER. THIS CERTIFICATE DOES NOT AMEND, I ALTER THE COVERAGE AFFORDED BY THE POLIC	TIFICATE EXTEND OR
561 784-		INSURERS AFFORDING COVERAGE	NAIC #
Insured		INSURER A: Philadelphia insurance Companies	
	Modern Villes Homeowners Association 166 Sparrow Dr. Royal Paim Beach , FL 33411	INSURER 8:	
_		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.

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						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
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IMPORTANT

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If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Addie L. Greene, Chairperson
WITNESSES:	PAINT YOUR HEART OUT PALM BEACH COUNTY, INC.
Witness Signature	By: JOANNA Aiken
	Joanna Aiken, President (Printed name)
Natal Ja	poor iten
Witness Signature	Joanna Aiken, President (Signature)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND
By: <u>Anne Idelyant</u> County Attorney	By: Youth S
,	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:
- Total Applicant's contribution:
- Total Project Cost:

\$ 2500.00 \$ 2500.00 \$ 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.

Date:

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 <u>Paint Your Heart Out Project</u> presented by <u>Paint Your Heart</u> <u>Out Palm Beach County, Inc.</u> 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:_____

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:

sen

SIGNATURE OF REVIEWER

R. Cohen

<u>Μφ</u> TITLE OF REVIEWER

6/17/08

05/28/2008 17:32 FAX 5616403400

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					PERSONAL & ADV INLIVRY	\$ 1,000,00
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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 AWARDEE 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 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:

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: PALM BEACH COUNTY, FLORIDA, BY ITS SHARON R. BOCK, Clerk & **BOARD OF COUNTY COMMISSIONERS** Comptroller By:___ By _ **Deputy Clerk** Addie L. Greene, Chairperson TNESSES: LAKE WORTH WEST RESIDENT PLANNING GROUP, INC. Bv: Signature Heath Chute, Board Officer (Printed name) Heath Chute, Board Officer Witness Signature (Signature) APPROVED AS TO FORM AND APPROVED AS TO TERMS AND LEGAL SUFFICIENCY CONDITIÓ By: anne O By: **County Attorney** 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:
- Total Applicant's contribution:
- Total Project Cost:

\$ 2500.00 \$ 2500.00 \$ 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

La loya 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.

Date: ____

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 <u>Lake Worth West Back to School Bash Project</u> presented by <u>Lake Worth West Resident Planning Group</u>, 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:			

Signature: _____

lf 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:

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

INSURANCE NEEDED: YES NO

COMMENTS:

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SIGNATURE OF REVIEWER

PRINT NAME

mgr TITLE OF REVIEWER

6/.7/08 Date Jun 23 2008 6:26PM HP LASERJET FAX

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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 AWARDEE 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 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 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 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.

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. 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.

11. 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.

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. 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.

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:

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

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

Ву:____

WITNESSES:

Deputy Clerk

By ______Addie L. Greene, Chairperson

AWAREDEE

itness Signature

Witness Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: anne no

County Attorney

Ericka By:

Ericka Gonder (printed name)

Ericka Gonder (Signature)

APPROVED AS TO TERMS AND CONDITION 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 6th 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
٠	Total Applicant's contribution:	\$ 2500.00
٠	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.

Date:

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 <u>Shared Vision Project</u> presented by <u>Ericka Gonder an individual</u> <u>representing Parson Heights Community Group</u> 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:_____

Signature: _____

If under age 18: Name of parent/legal guardian: _____ Date: _____ 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.

<u>County funds requested:</u>	<u>\$ 2500.00</u>
<u> Total Project Cost:</u>	<u>\$ 5000.00</u>

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:

PRINT NAME

SIGNATURE OF REVIEWER <u>h25</u> MI.Z

PALM BEACH COUNTY TILLE OF REVIEWED EPARTMENT CASUALTY INSURANCE SECTION 160 AUSTRALIAN AVE SUITE 401 4/3 WEST PALM BEACH, FL 33406 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.

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 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 AWARDEE 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 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Addie L. Greene, Chairperson
WITNESSES:	REBUILDING TOGETHER OF THE PALM BEACHES, INC. BV: JOANNA HIKEN
Witness Signature	Joanna Aiken, Board Officer (Printed name)
Datality	<u>Loomo Cilcon</u>
Witness Signature	Joanna Aiken, Board Officer (Signature)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: <u>Anne Velgent</u> County Attorney	APPROVED AS TO TERMS AND CONDITIONS By: 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:

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:
- Total Applicant's contribution:
- Total Project Cost:

\$ 2500.00 \$ 2500.00 \$ 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

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 <u>Rebuilding Together Project</u> presented <u>Rebuilding Together of</u> 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:	

0672372008 15:39 FAX

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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:\$ 2500.00Total Project Cost:\$ 5000.00

APPROVAL STATUS:

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

INSURANCE NEEDED: YES

Not

COMMENTS:

PRINT NAME

gnt VIEWER

(0)23/08-DATE

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,	7501 West	North Jog Rd. Palm Beach FL 33412 USA		INSURER C:			
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		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	\$100,000
		CLAIMS MADE X OCCUR			:	MED EXP (Any one person)	\$5,000
			•			PERSONAL & ADV INJURY GENERAL AGGREGATE	\$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					\$2,000,000
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		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
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						PROPERTY DAMAGE (Per accident)	
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		ANY AUTO				OTHER THAN EA ACC	
A		EXCESS /UMBRELLA LIABILITY	G21980201003	03/15/08	03/15/09	AGG EACH OCCURRENCE	\$5,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	\$5,000,000
		DEDUCTIBLE RETENTION					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS ER	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE-EA EMPLOYEE	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-POLICY LIMIT	
		OTHER			· · ·		
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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".

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 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. 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS				
	SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS				
	Comptroller					
	Ву:	Ву				
	Deputy Clerk	Addie L. Greene, Chairperson				
	WITNESSES.	YOUTH EMPOWERMENT INC.				
	La logo halle	By: Theresa Cantelo				
V	Witness Signature	Theresa Cantelo, President (printed name)				
	Natalieten)	Muer Cantito				
	Witness Signature	Theresa Cantelo, President (Signature)				
	APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND				
	LEGAL SUFFICIENCY	CONDITIONS //				
	By: <u>Anne delegent</u> (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:

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
٠	Total Applicant's contribution:	\$ 2000.00
٠	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 <u>G.R.O.W. Night Project</u> presented by <u>Youth Empowerment Inc.</u> 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.

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

County funds requested:	<u>\$ 2000.00</u>			
<u>Total Project Cost:</u>	<u>\$ 4000.00</u>			
APPROVAL STATUS:				
<u>Risk Management agree/do n</u>	Risk Management agree do not agree to waive the "insurance requirement" for the			
Youth Empowerment Inc.	Youth Empowerment Inc.			
COMMENTS:				
	PALM BEACH COUNTY RISK MANAGEMENT DEPARTMENT			
Houn	RISK MANAGEMENT DELATION			
SIGNATURE OF REVIEWER	TITLE OF REVIEWERSTRALIAN AVE SUITE 401			
hichard tohen	WEST PALM BEACH, FL 33406			
PRINT NAME	DATE			

ACORD, CERTIFICATE OF LIABI						(MM/DD/YY) 6/20/08		
PRODUCER Eaton Insurance, Inc. 7753 Lake Worth Road Lake Worth, FL 33467 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 Lake Worth, FL 33467								
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		2615 No Old Military Trail		INSURER C:				
		WEST PALM BEACH, FL 334	17-	INSURER D:				
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	WORK							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- [
ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?					E.L. EACH ACCIDENT			
If yes, describe under					E.L. DISEASE - EA EM		·	
	SPECI/	AL PROVISIONS below				E.L. DISEASE - POLIC	Y LIMIT	
DESC	RIPTIC	IN OF OPERATIONS / LOCATIONS / VEHIC	LES / EXCLUSIONS ADDED E	Y ENDORSEMEN	T / SPECIAL PROVIS	SIONS	<u> </u>	L.,
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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, IT'S AGENTS OR REPRESENTATIVES.		
	AUTHORIZED REPRESENTATIVE		
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