

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>	20 <u>13</u>
Capital Expenditures	<u>125,000</u>	---	---	---	---
Operating Costs	---	---	---	---	---
External Revenues	---	---	---	---	---
Program Income (County)	---	---	---	---	---
In-Kind Match (County)	---	---	---	---	---
NET FISCAL IMPACT	<u>125,000</u>	---	---	---	---
# ADDITIONAL FTE POSITIONS (Cumulative)	---	---	---	---	---

Is Item Included In Current Budget? Yes No

Budget Account No.: Fund 3900 Department 366 Unit X117 Object 8201

Reporting Category

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

Funding was established in FY 2007-2008 budget for the purpose of funding neighborhood projects. The NPG Application Review Committee has reviewed the projects and recommends that the total budget in the amount of \$125,000.00 be allocated to 12 projects. NPG projects must be completed within 12 months. Upon approval new accounts will be setup and Budget Transfers will be initiated to each project.

Neighborhood Partner Grant Fund.	\$223,708.00
Approved Projects	<\$125,000.00>
Balance	\$ 98,708.00

C. Departmental Fiscal Review: Pat D'Agostino

III. REVIEW COMMENTS

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

Jim [Signature] 11-14-08
 11/12/08 OFMB
 SA [Signature] 11/16/08

Pat J. Jacob 11/14/08
 Contract Dev. and Control
 These contracts comply with our review requirements. OCR will follow up with required insurance documentation.

B. Legal Sufficiency:
Paul F. [Signature] 11/19/08
 Assistant County Attorney

C. Other Department Review:
 Department Director _____

**Palm Beach County
Neighborhood Partnership Grant Program FY 2008-2009**

Program Overview

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

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

ELIBIBLE PROJECTS (EXAMPLES):

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

INELIGIBLE PROJECTS:

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

MAXIMUM GRANT REQUEST:

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

GENERAL PROGRAM REQUIREMENTS:

Before Implementation

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

- A Certificate of Insurance evidencing the required coverage, A Commercial General Liability policy issued in the name of the Applicant Name with limits of at least \$500,000 per occurrence.
The policy must include an additional insured endorsement in favor of "Palm Beach County Board of County Commissioners."
- The Certificate of Insurance must be issued to Palm Beach County Board of County Commissioners, c/o OCR Director, OCR, 2300 North Jog Road, West Palm Beach, FL 33411.
- A minimum 10 day notice of cancellation must be included.
- A copy of the Hold Harmless Agreements for all volunteers committing to work on the project. The original shall be retained by the organization, subject to review by staff.

During Implementation

Grantees shall:

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

After Project Completion

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

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

SPECIAL REQUIREMENTS NPG PROJECTS

Necessary Permits

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

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

Vendor Quotes

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

Insurance

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

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

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

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

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

A minimum 10 day notice of cancellation must be included.

2008-2009 PUBLIC PARTICIPATION AND SELECTION REVIEW PROCESS

As part of the public participation process for the Neighborhood Partnership Grant Program for FY 2008-2009, the following was undertaken:

1. On February 18, 2008, a press release was issued to advertise the Neighborhood Partnership Grant (NPG) Program and funding availability for FY 2008-2009. The OCR website was updated with a CCRT Eligibility Areas Map, NPG Pre-Application Workshops Schedule and NPG application. NPG application packages were mailed and e-mailed to community groups, interested organizations, County Commissioner's Aides, County Administration and interested County Departments. The NPG application packets contained instructions, information concerning the deadline, application submission requirements, eligibility criteria, matching contributions, technical assistance, and evaluation process.
2. Four (4) Pre-Application Workshops were held on March 19th, 20th, 26th and 27th, throughout the County, to discuss the NPG Program and provide technical assistance.
3. Letters were sent to applicants re: meeting eligibility criteria and notification of Application Review Meeting.
4. OCR Staff provided technical assistance to over thirty (30) community groups in preparation of their applications. Staff was also available to participate in any public meetings held by the community groups.
5. On August 20, 2008, NPG Application Review Committee members visited previous and proposed project sites.
6. On September 11th, 2008, notification of the September 24, 2008 Application Review Committee Recommendation Meeting along with notification of the November 18, 2008 BCC meeting were distributed to all applicants.
7. On October 17th through 22nd, 2008, applicants signed the Agreements.
8. On December 11, 2008, Grantees will attend an orientation meeting to go over billing, project changes, budget revisions, and program requirements.

SELECTION REVIEW PROCESS

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

MINIMUM ELIGIBILITY CRITERIA

Eligible Applicants:

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

Minimum Eligibility Criteria:

Proposed projects:

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

- Must designate a person, group or responsible entity to perform ongoing repairs and maintenance of the project.
- Must not conflict with, but may supplement, existing and/or proposed public improvement projects and programs.
- Must provide a minimum of three (3) vendor quotes, for the exact same quantity of materials, supplies and labor.
- For those seeking funding for supplies related to eligible public service programs: Must provide description of program and description of need.

Preliminary Review

All NPG applications received by the deadline date were screened using the Minimum Eligibility Criteria.

Evaluation and Scoring of the NPG Applications

The NPG Application Review Committee (ARC) evaluated all NPG applications meeting the Minimum Eligibility Criteria. The RC was responsible for the reviewing, evaluating, ranking and recommending projects for funding to the Board of County Commissioners.

Projects that met the minimum eligibility criteria were further evaluated by the Neighborhood Partnership Grant Application Review Committee (ARC) composed of nine (9) Countywide Community Revitalization Team members. The ARC members represent Departments that may be involved or will be responsible for certain aspects of the proposed projects.

Projects were evaluated and scored on a point value based on the following criteria. A maximum of 28 points was possible; the maximum number of points awarded for each of the following criteria is identified below.

a. Clarity of Application

The applicant completed all sections of the application.

Yes -1pts

No - 0pts

The applicant attached all requested materials.

Yes -1pts

No - 0pts

The applicant must describe the need the project will be addressing.

Yes -2pts

No - 0pts

The time to design, procuring bids for materials, labor and supplies, and complete the project within a year is realistic.

Yes -2pts

No - 0pts

To receive the maximum points, all of the above requirements must be addressed in the application. Please rate the following on a scale from 0-5, (5) being the highest and (0) indicating the lowest.

b. Community Support - The application demonstrates and documents community support and participation in the proposed project.

5 4 3 2 1 0

c. Community Goals- The application describes the promotion of long-term community goals.

5 4 3 2 1 0

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

5 4 3 2 1 0

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

5 4 3 2 1 0

Final Funding Recommendations

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

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

2008-2009 List of NPG Submitted Applications and Funding Recommendations

Project #	Commission District	Group Name	Project Type	Grant Request	Review Committee Funding Recommendation	Conditions
1	1	Pleasant Ridge POA	Installation of landscaping on Osceola ROW, street sign toppers and a dedication plaque.	\$20,000.00	\$10,000.00	Project is recommended for partial funding contingent on budget revisions to scale project to funding amount and grantee obtaining all necessary permits.
2	3	Lantana Homes Homeowners Association, Inc.	Purchase and installation of lights and landscaping for entrance signs and closed circuit TV cameras.	\$5,818.90	\$3,700.00	Project is recommended for partial funding contingent on budget revision of lighting for the signs and grantee obtaining all necessary permits.
3	3	Homes At Lawrence	Excavation and disposal of an area 4050 sq at a depth 12". Installation of ADA engineered wood mulch and rainbow turf under playground at the Homes at Lawrence Park.	\$14,034.00	\$14,100.00	Project is recommended for funding contingent to grantee obtaining all necessary permits.
4	6	W.E. C.A.R.E Community of Watergate Estates	Median improvements, community outreach events and community clean-ups.	\$20,000.00	\$3,800.00	Project is recommended for partial funding contingent on budget revisions of funding just the neighborhood beautification and maintenance and grantee obtaining all necessary permits.
5	6	Vizcaya	Landscaping and beautification of front entrance.	\$14,243.00	\$0.00	Project was not recommended for funding.
6	6	Helping Hands Improving Pahokee	Facade improvements to open businesses along Main Street in Pahokee.	\$20,000.00 X	\$8,200.00	Project is recommended for partial funding contingent on budget revisions to remove paint that will be donated by Solid Waste Authority (SWA) and grantee obtaining all necessary permits.
7	6	Street Beat, Inc.	Purchase of supplies for an out of school performing arts organization.	\$19,087.75	\$0.00	Project was not recommended for funding.
8	6	Glades Airboat & Buggy	Purchase and installation of an entryway into Boy Scout island with signage, landscaping and picnic facilities.	\$19,975.17	\$20,000.00	Project is recommended for funding contingent to grantee obtaining all necessary permits.
9	6	Son's of Light Lodge #4	Installation of entrance sign at Hands Park, installation of rubber mulch around playground areas, establish a barbeque area.	\$16,958.41	\$0.00	Project was not recommended for funding.
10	6	Explorer's Post 611	Installation of park sign, gazebos, bbq pits, playground rubber mulch, patio-bench sets, restriping of parking lot and xeriscape planting in Mace Park.	\$10,020.44	\$10,000.00	Project is recommended for funding contingent on budget revisions and grantee obtaining all necessary permits.

2008-2009 List of NPG Submitted Applications and Funding Recommendations

Project #	Commission District	Group Name	Project Type	Grant Request	Review Committee Funding Recommendation	Conditions
11	6	The City of Pahokee	Installation of greenery, a chess park and skate park along Rardin Avenue.	\$20,000.00	\$11,200.00	Project is recommended for partial funding contingent on budget revisions to remove greenery from budget and grantee obtaining all necessary permits.
12	6	Glades Pioneer Terrace	Installation of security cameras in the parking area of Glades Pioneer Terrace.	\$11,478.99	\$0.00	Project was not recommended for funding.
13	6	Canal Point Community Development, Inc.	Installation of three "Welcome to Canal Point" signs to be placed southbound on US 441, northbound on US 441 and Westbound on SR 700.	\$19,546.00	\$15,000.00	Project is recommended for partial funding contingent on budget revisions to landscaping, and lighting for the signs and grantee obtaining all necessary permits.
14	6	Palm Beach County Housing Authority/Marshall Heights	Purchase and installation of an on-site computer learning center for the Marshall Heights subdivision of South Bay.	\$20,000.00	\$0.00	Project was not recommended for funding.
15	6	Royal Palm Estates	Purchase of lawn maintenance and gardening equipment for clean-ups.	\$9,693.89	\$0.00	Project was not recommended for funding.
16	6	Lions Club of Belle Glade	Installation of park sign, gazebos, bbq pits, playground rubber mulch, patio-bench sets, restriping of parking lot and xeriscape planting in Lyons Park.	\$8,999.48	\$9,000.00	Project is recommended for funding contingent to grantee obtaining all necessary permits.
17	7	Gramercy Park Coalition	Purchase of canopies, security cameras and entrance signs for Gramercy Park.	\$19,998.00	\$10,000.00	Project is recommended for partial funding contingent on budget revisions to fund only the signs, landscaping and canopies and grantee obtaining all necessary permits.
18	all	Paint Your Heart Out, Inc.	Purchase of supplies to make repairs to homes.	\$9,999.00	\$10,000.00	Project is recommended for funding contingent that it meets all State and County regulations.
			Total Grant Request	\$279,863.03	\$126,000.00	
			08/09 Fiscal Allocation	\$126,000.00		
			Difference	\$154,863.03	\$0.00	

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PLEASANT RIDGE PROPERTY OWNERS ASSOCIATION, INC.
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Pleasant Ridge Property Owners Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 650195953.

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to install landscaping on Osceola ROW, concrete post markers and a dedication plaque. (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$10,000.00 to AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Director. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Ten Thousand Dollars (\$10,000.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in this grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$ 10,000.00 to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. COUNTY may also reimburse AWARDEE for costs AWARDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDEE's Federal Employer Identification Number or other documentation required by COUNTY. AWARDEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on December 2, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. AWARDDEE warrants that it is a not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

11. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

12. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

13. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

14. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

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

17. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

18. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

19. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

21. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Houston Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

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

23. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

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

Norma Casasus

Witness

Norma Casasus

(printed name)

Robert I. Gunnell

Witness

ROBERT I. GUNNELL

(printed name)

By:

Nancy Lodise

Nancy Lodise

Nancy Lodise

(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. [Signature]
County Attorney

By: [Signature]
OCR Director



Exhibit A

**Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program**

SCOPE OF WORK

Applicant Name:

Pleasant Ridge Property Owners Association, Inc.

Project Title:

Pleasant Ridge & Juno Terrace Neighborhood Improvement Project

Area Location:

Project will be located at Osceola Road, North Palm Beach, FL

Project Description:

The project entails the purchase and installation of landscaping on Osceola ROW, street concrete post markers and a dedication plaque.

County funds recommended:

\$ 10,000.00

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: PLEASANT RIDGE PROPERTY OWNERS ASSOCIATION, INC.

PROJECT DESCRIPTION:

The project entails the purchase and installation of landscaping on Osceola ROW, street sign toppers and a dedication plaque.

COUNTY FUNDS RECOMMENDED: \$ 10,000.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: Yes No

COMMENTS: _____



SIGNATURE OF REVIEWER

mgr. R/m Dept

TITLE OF REVIEWER

PRINT NAME

10/10/08

DATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NO
PLEARTD

DATE (MM/DD/YYYY)
07/02/08

PRODUCER Global Insurance Services 21301 Powerline Road, Ste. 211 Boca Raton FL 33433		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Pleasant Ridge Property Owners Association Inc 1865 Pleasant Drive N Palm Beach FL 33408		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Burlington Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TBD	07/02/08	07/02/09	EACH OCCURRENCE \$ 500000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 500000 GENERAL AGGREGATE \$ 500000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	APPROVED By <u>[Signature]</u> RISK MANAGEMENT DEPT. DATE <u>10/10/08</u>			WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is named as Additional Insured with regard to the General Liability policy only.

CERTIFICATE HOLDER

PALMB03
 Palm Beach County
 Board of County Commissioners
 3323 Belvedere Rd., Bldg. 505
 West Palm Beach FL 33406

CANCELLATION

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

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
LANTANA HOMES HOMEOWNERS ASSOCIATION, INC.
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Lantana Homes Homeowners Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 650035067.

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to install landscaping and lighting on existing entrance signs at Lantana Homes (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$3,700.00 to AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Director. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Thirty Seven Hundred Dollars (\$3,700.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in this grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$3,700.00 of assistance to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. COUNTY may also reimburse AWARDEE for costs AWARDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDEE's Federal Employer Identification Number or other documentation required by COUNTY. AWARDEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on November 18, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include

but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. AWARDDEE warrants that it is a not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

11. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

12. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

13. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

14. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

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

17. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

18. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

19. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

21. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Houston Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDDEE: William Cox
Lantana Homes HOA, Inc.
P.O. Box 542331
Lake Worth, FL 33454

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

23. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

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

Chris Norri
Witness

By: William Cox
William Cox

Chris Norris
(printed name)

WILLIAM J COX JR
(printed name)

Emma Jones
Witness

EMMA JONES
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. [Signature]
County Attorney

By: [Signature]
OCR Director



Exhibit A

**Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program**

SCOPE OF WORK

Applicant Name:

Lantana Homes HOA, Inc.

Project Title:

Installation of Security Camera's/Lighting

Area Location:

Project will be located at 5630 Aurora Court, Lantana

Project Description:

The project entails the purchase of lighting and landscaping for existing entrance signs.

County funds recommended: \$ 3,700.00

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: LANTANA HOMES HOA, INC.

PROJECT DESCRIPTION:

The project entails the purchase of lighting and landscaping for existing entrance signs.

COUNTY FUNDS RECOMMENDED: \$ 3,700.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: Yes No

COMMENTS: _____



SIGNATURE OF REVIEWER

Mgr, Rlm Dept

TITLE OF REVIEWER

PRINT NAME

10/10/07

DATE

10/03/2008 10:57 FAX 9864461

LANTANAHOA

002

FROM

(FRI)OCT 3 2008 10:17/ST. 10:17/No. 7510161988 P 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/03/08

PRODUCER **B & B Insurance Agency Inc.**
412 N. Dixie Hwy.
Lantana, FL 33462
Phone (561)586-0029 Fax (591)586-9043

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Lantana Homes Homeowners Assoc.**
P.o.box 542331
Lake Worth, FL 33454

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Mount Vernon Fire Ins. Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
			DESCRIPTION	AMOUNT
NPP2103737	08/15/08	08/15/09	EACH OCCURRENCE	1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000
			MED EXP (Any one person)	5,000
			PERSONAL & ADV INJURY	1,000,000
			GENERAL AGGREGATE	2,000,000
			PRODUCTS - COM/PROP AGG	INCLUDED
			COMBINED SINGLE LIMIT (Ea accident)	
			BODILY INJURY (Per person)	
			BODILY INJURY (Per accident)	
			PROPERTY DAMAGE (Per accident)	
			AUTO ONLY - EA ACCIDENT	
			OTHER THAN AUTO ONLY: EA ACC	
			AGG	
			EACH OCCURRENCE	
			AGGREGATE	
			WC STATUTORY LIMITS	
			OTHER	
			E.L. EACH ACCIDENT	
			E.L. DISEASE - EA EMPLOYEE	
			E.L. DISEASE - POLICY LIMIT	

APPROVED
By: *[Signature]*
RISK MANAGEMENT DEPT.
DATE: 10/10/08

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

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY CO
C/O OCR MGR, OCR
2300 JOG ROAD
WEST PALM BEACH, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
BRIAN SANDHAUS

© ACORD CORPORATION 1988

ACORD 25 (2001/06) QF

10/03/2008 FRI-10:45 [TX/RX NO 5764] 001

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
HOMES AT LAWRENCE HOMEOWNERS ASSOCIATION, INC.
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Homes at Lawrence Homeowners Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 650035072.

W I T N E S S E T H:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to excavate and install ADA engineered wood mulch and rainbow turf under playground located at the Homes at Lawrence community park (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$14,100.00 to AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Director. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Fourteen Thousand One Hundred Dollars (\$14,100.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in this grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$ 14,100.00 to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. COUNTY may also reimburse AWARDEE for costs AWARDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDEE's Federal Employer Identification Number or other documentation required by COUNTY. COUNTY will not provide reimbursement payments to an individual. Reimbursement payments will only be provided to AWARDEE. In no event shall payments and/or reimbursements made by COUNTY exceed \$14,100.00 for this Project. AWARDEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on December 2, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an

additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. AWARDDEE warrants that it is a not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

11. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

12. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

13. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

14. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

16. AWARDDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is incorporated herein by reference and attached hereto as Exhibit C, before engaging in any such service. AWARDDEE will

keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

17. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

18. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

19. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

21. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Houston Tate, OCR Director
 Office of Community Revitalization
 2300 North Jog Road
 West Palm Beach, FL 33411

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

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

23. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

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

Vernie Sullivan
Witness

Vernie Sullivan
(printed name)

Crystal Mathews
Witness

Crystal Mathews
(printed name)

By: Easemera Brown
Easemera Brown

EASEMERA BROWN
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. J.
County Attorney

By: [Signature]
OCR Director



Exhibit A

**Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program**

SCOPE OF WORK

Applicant Name:

Homes At Lawrence HOA

Project Title:

Homes At Lawrence HOA

Area Location:

Project will be located at Homes at Lawrence playground-Willow Springs Cir N.

Project Description:

The project entails the excavation and disposal of an area 4050 sq at a depth 12". Installation of ADA engineered wood mulch and rainbow turf under playground at the Homes at Lawrence Park.

- **County funds recommendation:** **\$ 14,100.00**

08 HOMES AT LAWRENCE Budget

Materials/Services	Quantity	Unit cost	Sales tax	Other Charges	TOTAL	Funding Sources		
Description				(if any)		Applicant	Donations	Grant Request
						(a)	(b)	(c)
PLAYGROUND TURF/MULCH AND INSTALLATION								
TOTALS					0.00		0.00	14,100.00
Volunteer Hours (number of volunteers X hours worked)								
Painting								
Playground installation								
TOTALS								
Total Volunteer Hours (in dollars)								
Total Applicant Cash (column (a) + (b))								
Total Grant Request (column (c))						\$14,100.00		
Total Project Cost								

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: HOMES AT LAWRENCE HOA

PROJECT DESCRIPTION:

The project entails the excavation and disposal of an area 4050 sq at a depth 12". Installation of ADA engineered wood mulch and rainbow turf under playground at the Homes at Lawrence Park.

COUNTY FUNDS RECOMMENDED: \$ 14,100.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: YES NO

COMMENTS: _____



SIGNATURE OF REVIEWER

mgr, Rm Dept

TITLE OF REVIEWER

PRINT NAME

10/10/08

DATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JD
HOMESLA

DATE (MM/DD/YYYY)
06/04/08

PRODUCER
FLORIDA CONSOLIDATED AGY, INC.
D/B/A NATIONAL CITY INSURANCE
14145 U.S. Highway One
Juno Beach FL 33408
Phone: 561-775-7180 Fax: 561-775-7186

INSURED
HOMES OF LAWRENCE HOA, INC.
C/O CNC Management
2894 Jog Rd.
Greenacres 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 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

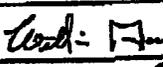
COVERAGES

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

RISK ADJUST LTR RBRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
					EACH OCCURRENCE	
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CLS1451596	03/18/08	03/18/09	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 50,000	
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC (STATUTORY LIMITS)	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

By  APPROVED
RISK MANAGEMENT DEPT.
DATE 10/0/09

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

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2700 6th Ave South Lake Worth FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

**AGREEMENT BETWEEN PALM BEACH COUNTY AND SHARON MCCONNELL AN
INDIVIDUAL REPRESENTING W.E.C.A.R.E. COMMUNITY OF WATERGATE ESTATES
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Sharon McConnell an individual representing W.E.C.A.R.E. Community of Watergate Estates., hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, Sharon McConnell is a resident of Watergate Estates; and

WHEREAS, AWARDEE has proposed a Project to beautify and maintain common areas around Watergate Estates (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to procure up to \$3,800.00 for materials and other expenses applicable to the Project for AWARDEE; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Director. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Thirty Eight Hundred Dollars (\$3,800.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$3,800.00 to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. In no event shall COUNTY make reimbursement payments to AWARDEE. AWARDEE agrees that the extent of COUNTY's responsibility and under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on December 2, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDDEE is merely a recipient of a COUNTY grant and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

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

14. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, COUNTY shall not be required to procure any further equipment, materials or supplies for AWARDDEE.

15. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

16. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

18. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

19. 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: Houston L. Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDEE: Sharon McConnell
W.E.C.A.R.E. Community of Watergate Estates
11881 Sandalfoot Blvd.
Boca Raton, FL 33428

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

20. Failure of the AWARDEE to comply with any provision stated herein may result in cancellation of the Grant by the COUNTY.

[the remainder of this page left blank intentionally]

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

Julia
Witness

By: Sharon McConnell
Sharon McConnell

Stacey Felise
(printed name)

SHARON MCCONNELL
(printed name)

Vernie Sullivan
Witness

Vernie Sullivan
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. [Signature]
County Attorney

By: [Signature]
OCR Director



Exhibit A

**Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program**

SCOPE OF WORK

Applicant Name:

W.E. C.A.R.E. Committee

Project Title:

Watergate Estates Median Beautification, Safety and Community Outreach

Area Location:

Project will be located at (Watergate Estates) Sandalfoot Blvd & State Road 7,
Boca Raton, FL 33428

Project Description:

The project entails the purchase of supplies for median improvements and community clean-ups.

County funds recommendation \$ 3,800.00

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: SHARON McCONNELL AN INDIVIDUAL REPRESENTING W.E.C.A.R.E. COMMUNITY OF WATERGATE ESTATES.

PROJECT DESCRIPTION:

The project entails the purchase of supplies for median improvements and community clean-ups.

COUNTY FUNDS RECOMMENDED: \$ 3,800.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: Yes

No

COMMENTS: _____


SIGNATURE OF REVIEWER

mgr R/m Dept
TITLE OF REVIEWER

PRINT NAME

10/10/08
DATE

Exhibit "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Neighborhood Partnership Grant ("Grant") to allow the _____ to improve the neighborhood which requires Volunteer assistance.

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

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, against any and all actions, claims, and demands that he/she ever had, now has, or may have against the County, 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, and employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including 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: _____

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
CITY OF PAHOKEE IN C/O HELPING HANDS IMPROVING PAHOKEE
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and City of Pahokee, a municipality, located in Palm Beach County, Florida hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 85-8012621664c .

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to make façade improvements to main street businesses and installation of a playground (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$8,200.00 to AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Eight Thousand Two Hundred Dollars (\$8,200.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in this grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$ 8,200.00 to AWARDDEE for materials and other expenses applicable to the Project. AWARDDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDDEE upon delivery to AWARDDEE or upon installation in the Project. COUNTY may also reimburse AWARDDEE for costs AWARDDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDDEE's Federal Employer Identification Number or other documentation required by COUNTY. COUNTY will not provide reimbursement payments to an individual. Reimbursement payments will only be provided to AWARDDEE. In no event shall payments and/or reimbursements made by COUNTY exceed 8,200.00 for this Project. AWARDDEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

a. AWARDDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDDEE must fully document each element of AWARDDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDDEE acknowledges that its failure to document the AWARDDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDDEE on December 2, 2008. Only those costs incurred by AWARDDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an

additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arising out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. To the extent permitted by law, and without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, in the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arising out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

13. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, AWARDDEE acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event AWARDDEE maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Section 786.28, Florida Statutes, AWARDDEE shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

14. When requested, AWARDDEE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

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

16. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

17. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

18. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

20. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Houston L. Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDDEE: Wayne Whitaker, Mayor
City of Pahokee
207 Begonia Dr.
Pahokee, FL 33476

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

22. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

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

Paul S. Robert
Witness

By: Wayne Whitaker
WAYNE WHITAKER, Mayor City Of Pahokee

Paul S. Robert
(printed name)

WAYNE WHITAKER
(printed name)

Rashonda Warren

ATTEST: Susan Feltners
SUSAN FELTNER, City Clerk

Witness

Rashonda Warren
(printed name)

Approved as to form and legal sufficiency:

Mimi McAndrews
MIMI McANDREWS, City Attorney

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. J...
County Attorney

By: Arnette L. G...
OCR Director/nager



Exhibit A

**Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program**

SCOPE OF WORK

Applicant Name:

Helping Hands Improving Pahokee

Project Title:

Painting and Playground in Pahokee

Area Location:

Project will be located in Pahokee at Bacom Point Road businesses and the playground will be installed at East Lake Village located at 1731 Sabal Court.

Project Description:

The project entails the purchase of painting supplies for neighborhood improvement projects and installation of a playground in East Lake Village, Pahokee.

County funds recommendation: \$ 8,200.00

Helping Hands Improving Pahokee Budget

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources		
						Applicant (a)	Donations (b)	Grant Request (c)
PAINT								
PAINTING SUPPLIES								
PRESSURE CLEANER								
PLAYGROUND & INSTALLATION								
LAND CLEARING								
				TOTALS	0.00		0.00	8,200.00
Volunteer Hours (number of volunteers X hours worked)								
Painting								
Playground installation								
				TOTALS				
Total Volunteer Hours (in dollars)								
Total Applicant Cash (column (a) + (b))								
Total Grant Request (column (c))								
Total Project Cost								

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: CITY OF PAHOKEE IN C/O HELPING HANDS IMPROVING PAHOKEE

PROJECT DESCRIPTION:

The project entails the purchase of painting supplies for neighborhood improvement projects and installation of a playground in East Lake Village, Pahokee.

COUNTY FUNDS RECOMMENDED: \$ 8,200.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: YES NO

COMMENTS: _____



SIGNATURE OF REVIEWER

Mr R/m Dept

TITLE OF REVIEWER

PRINT NAME

10/10/08

DATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2008

PRODUCER (407) 445-2414 FAX: (407) 445-2868
World Risk Management, LLC
141 Terra Mango Loop
Ste A
Orlando FL 32835

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
City of Pahokee
171 N Lake Avenue
Pahokee FL 33476-1861

INSURERS AFFORDING COVERAGE
INSURER A: Public Risk Management
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRM 08-011	4/1/08	4/1/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded GENERAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PRM 08-011	4/1/08	4/1/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	By <u>[Signature]</u> APPROVED RISK MANAGEMENT DEPT.			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	DATE <u>10/10/08</u>			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PRM 08-011	4/1/08	4/1/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		AUTO PHYSICAL DAMAGE	PRM 08-011	4/1/08	4/1/09	COMP DED. \$1000. COLLISION DED \$1000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 With respects to the Neighborhood Partnership Grant (NPG) Project for the fiscal year of 2008-2009.
 Project description; Facade improvements to open businesses along main street in Pahokee.

CERTIFICATE HOLDER

cmathews@pbcgov.org
Palm Beach County
Office of Community Revitalization
Chrystal Mathews, NPG Coordinator
2300 N. Jog Road 2-East
West Palm Beach, FL 33411-2741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Andrew Cooper/PATTI [Signature]

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.

ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE
10/8/2008

PRODUCER PH (407) 445-2414 FAX (407) 445-2868
World Risk Management, LLC
141 Terra Mango Loop
Ste A
Orlando FL 32835

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.

COMPANIES AFFORDING COVERAGE

- COMPANY A Public Risk Mangement
- COMPANY B
- COMPANY C
- COMPANY D

INSURED
City of Pahokee
171 N. Lake Avenue
Pahokee FL 33476-1861

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/> PROPERTY	PRM 08-011	4/1/08	4/1/09	BUILDING	\$		
	CAUSES OF LOSS						PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC						BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD						EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL						BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE						BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD						<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ 2,500,000
	INLAND MARINE				\$			
	TYPE OF POLICY				\$			
	CAUSES OF LOSS				\$			
	<input type="checkbox"/> NAMED PERILS				\$			
	<input type="checkbox"/> OTHER				\$			
	CRIME				\$			
	TYPE OF POLICY				\$			
	BOILER & MACHINERY				\$			
	OTHER				\$			

By: *[Signature]* APPROVED
RISK MANAGEMENT DEPT.
DATE 10/10/08

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS/OTHER COVERAGES

With respects to the Neighborhood Partnership Grant (NPG) Project (Fiscal year 2008-2009) Project description; facade improvements to open businesses along Main St in Pahokee.

CERTIFICATE HOLDER

cmathews@pbcgov.org

Palm Beach County
Office of Community Revitalization
Chrystal Mathews, NPG Coordinator
2300 N. Jog Road 2 East
West Palm Beach, FL 33411-2741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Andrew Cooper/PATTI *[Signature]*

Exhibit "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Neighborhood Partnership Grant to City for certain improvement to selected neighborhoods; and

WHEREAS, volunteers are encouraged to participate with the City in making improvements to their neighborhoods.

NOW, THEREFORE, in consideration for permission to participate as a volunteer in this project, the Volunteer agrees as follows:

1. I have considered and evaluated the risks, danger and possibility of injury resulting from participation as a volunteer performing a public service project for County and City.
2. I know and understand that foreseeable and unforeseeable injuries from common or unexpected sources could occur from the nature of the activity, conditions of the location and from actions of myself, other participants, the City, the City's employees or volunteers, other persons involved in this public service project and uninvolved strangers in the vicinity.
3. I deliberately and knowingly assume all costs, risks of injury and/or other damages including, but not limited to, cost of my medical treatment, permanent injury or death, and my property damages resulting from my participation in the public service project.
4. I waive, release and hold harmless County and City, their officers, employees, volunteers, and agents from all legal and financial responsibility and from all costs, injuries, claims, and/or other damages arising out of and/or related to my participation in this project.
5. I further agree to protect, defend, reimburse, indemnify and hold County, City, their agents, and employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of and/or related to my participation in this project.
6. I give my permission to County and City for any photos or video footage of myself taken during the course of this public service project to be used for educational, promotional, or any other purpose by the County or City.

I have read this Agreement carefully and fully and understand its content or have had it explained to me 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: _____

**AGREEMENT BETWEEN PALM BEACH COUNTY AND FRANK COTE AN INDIVIDUAL
REPRESENTING GLADES AIRBOAT AND BUGGY ASSOCIATION
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____, 200____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Frank Cote an individual representing Glades Airboat and Buggy Association hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, Frank Cote is a resident of Belle Glade; and

WHEREAS, AWARDEE has proposed a Project to purchase and install an entryway sign at Boy Scout Island with landscaping and picnic facilities. (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to procure up to \$20,000.00 for materials and other expenses applicable to the Project for AWARDEE; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Director. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Twenty Thousand Dollars (\$20,000.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$20,000.00 to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. In no event shall COUNTY make reimbursement payments to AWARDEE. AWARDEE agrees that the extent of COUNTY's responsibility and under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on December 2, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDEE warrants that AWARDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDEE's ownership of the property or AWARDEE's right to perform and maintain the Project is contested, AWARDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDEE is merely a recipient of a COUNTY grant and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDEE, its agents, servants and/or employees in the performance of this Agreement.

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

14. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, COUNTY shall not be required to procure any further equipment, materials or supplies for AWARDEE.

15. COUNTY and AWARDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

16. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

18. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

19. 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: Houston L. Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDEE: Frank Cote
Glades Airboat and Buggy
2508 W. Canal Street N.
Belle Glade, FL 33430

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

20. Failure of the AWARDEE to comply with any provision stated herein may result in cancellation of the Grant by the COUNTY.

[the remainder of this page left blank intentionally]

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

Blessyda Brewer
Witness

Ashley Joi Brewer
(printed name)

Angelica M. J.
Witness

Angeliza Mendora
(printed name)

By: Frank P. Cote
Frank Cote

Frank P. Cote
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. J.
County Attorney

By: Houston L. Dale
OCR Director



Exhibit A

Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program

SCOPE OF WORK

Applicant Name:

Glades Airboat & Buggy

Project Title:

Boy Scout Park Redevelopment

Area Location:

Project will be located at Belle Glade Marina Camp Ground, Belle Glade, FL
33430

Project Description:

The project entails the purchase and installation of an entryway sign at Boy Scout Island landscaping and picnic facilities.

County funds recommended:

\$ 20,000.00

08 BOY SCOUT ISLAND BUDGET

Materials/Services	Quantity	Unit cost	Sales tax	Other Charges	TOTAL	Funding Sources		
Description				(if any)		Applicant	Donations	Grant Request
						(a)	(b)	(c)

picnic tables
 grills
 trash receptacles
 Railroad ties
 Signage
 Trucking & Fill
 Waste Removal
 Storage container
 Bulldozer/5 hrs
 Paint
 Printing Supplies/Equip
 Excavating & Land leveling
 Landscaping
 Obs Deck & Pavilion Electrical
 Pavilion (ADA) w/ Obs. Deck

Volunteer Hours (number of volunteers X hours worked)	TOTALS	\$0.00	\$0.00	\$0.00	\$20,000.00
---	---------------	--------	--------	--------	-------------

47 Volunteers

	TOTALS	\$0.00			
--	---------------	--------	--	--	--

Total Volunteer Hours (in dollars)		\$0.00			
------------------------------------	--	--------	--	--	--

Total Applicant Match			(column (a) + (b))		
-----------------------	--	--	--------------------	--	--

Total Grant Request			(column (c))	\$20,000.00	
---------------------	--	--	--------------	-------------	--

Total Project Cost

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: CITY OF BELLE GLADE IN C/O GLADES AIRBOAT & BUGGY

PROJECT DESCRIPTION:

The project entails the purchase and installation of an entryway sign at Boy Scout Island landscaping and picnic facilities.

COUNTY FUNDS RECOMMENDED: \$ 20,000.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: Yes No

COMMENTS: _____



SIGNATURE OF REVIEWER

mrg R/m Dept

TITLE OF REVIEWER

PRINT NAME

10/10/09

DATE

Exhibit "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Neighborhood Partnership Grant ("Grant") to allow the _____ to improve the neighborhood which requires Volunteer assistance.

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

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, against any and all actions, claims, and demands that he/she ever had, now has, or may have against the County, 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, and employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including 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: _____

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PALM BEACH COUNTY SHERIFF'S OFFICE POST # 611
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this _____ day of _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Palm Beach County Sheriff's Office (Explorer Post #611), a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "AWARDEE" and whose Federal Tax I.D. # is 6022115024-53C.

W I T N E S S E T H:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to install an entrance sign at Mace Park, installation of rubber mulch around playground areas and establishment of a barbeque area. (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$10,000.00 to AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Ten Thousand Dollars (\$10,000.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in this grant application, including but not limited to: installation and/or construction of

any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$ 10,000.00 of assistance to AWARDDEE for materials and other expenses applicable to the Project. AWARDDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDDEE upon delivery to AWARDDEE or upon installation in the Project. COUNTY may also reimburse AWARDDEE for costs AWARDDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDDEE's Federal Employer Identification Number or other documentation required by COUNTY. COUNTY will not provide reimbursement payments to an individual. Reimbursement payments will only be provided to AWARDDEE. In no event shall payments and/or reimbursements made by COUNTY exceed \$10,000.00 for this Project. AWARDDEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

a. AWARDDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDDEE must fully document each element of AWARDDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDDEE acknowledges that its failure to document the AWARDDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDDEE on December 2, 2008. Only those costs incurred by AWARDDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. To the extent permitted by law, and without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, in the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

13. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, AWARDDEE acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event AWARDDEE maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Section 786.28, Florida Statutes, AWARDDEE shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

14. When requested, AWARDDEE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

15. AWARDDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is incorporated herein by reference and attached hereto as Exhibit C, before engaging in any such service. AWARDDEE will

keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

16. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

17. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

18. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

20. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Houston L. Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDDEE: Deputy Lee Sutterfield
38840 State Road 80
Belle Glade, FL 33430

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

22. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

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

Rossiland C. Johnson West
Witness

By: DLS Sutterfield
Deputy Lee Sutterfield

Rossiland C. Johnson West
(printed name)

Deputy L. Sutterfield
(printed name)

Jessica York
Witness
Jessica York
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. J.
County Attorney

By: Houston L. Dato
OCR Director



Exhibit A

Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program

SCOPE OF WORK

Applicant Name:
Explorers Post 611- PBSO

Project Title:
Mace Park Redevelopment

Area Location:

Project will be located at Mace Park-700 S.E. Ave G. Belle Glade, FL

Project Description:

The project entails the installation of an entrance sign at Mace Park, installation of rubber mulch and landscaping around playground areas and establishment of picnic facilities.

County funds recommended: \$ 10,000.00

08 PBSO EXPLORER'S POST 611

Budget

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources		
						Applicant (a)	Donations (b)	Grant Request (c)
SIGN								
PICNIC TABLES								
GRILLS								
TRASH CANS								
MULCH								
RUBBER MULCH								
PAINT & PAINTING SUPPLIES								
LANDSCAPING AND PLANTS								
RECREATIONAL GOALS/SIGN & EQUIPMENT								
				TOTALS	0.00	0.00	10,000.00	
Volunteer Hours (number of volunteers X hours worked)								
				TOTALS				
Total Volunteer Hours (in dollars)								
Total Applicant Cash (column (a) + (b))								
Total Grant Request (column (c))					\$10,000.00			
Total Project Cost								

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: PALM BEACH COUNTY SHERIFF'S OFFICE EXPLORER'S POST 611

PROJECT DESCRIPTION:

The project entails the installation of an entrance sign at Mace Park, installation of rubber mulch around playground areas and establishment of a barbeque area.

COUNTY FUNDS RECOMMENDED: \$ 10,000.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: Yes No

COMMENTS: _____



SIGNATURE OF REVIEWER

mgr Rlm Dept

TITLE OF REVIEWER

PRINT NAME

10/10/08

DATE



Consumer's Certificate of Exemption

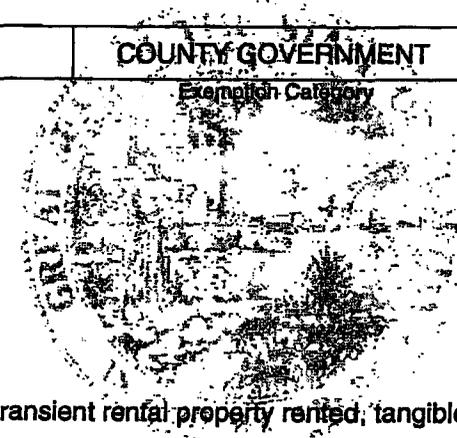
Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
09/29/07

85-8012622288C-2	10/01/2007	10/31/2012	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PALM BEACH COUNTY SHERIFFS OFFICE
3228 GUN CLUB RD
WEST PALM BEACH FL 33406-3001



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/05

Exhibit "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Neighborhood Partnership Grant ("Grant") to allow the _____ to improve the neighborhood which requires Volunteer assistance.

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

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, against any and all actions, claims, and demands that he/she ever had, now has, or may have against the County, 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, and employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including 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: _____

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
CITY OF PAHOKEE
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and City of Pahokee, a municipality, located in Palm Beach County, Florida hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 85-8012621664c.

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to install a chess park and skate park along Rardin Avenue in Pahokee (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$11,200.00 to AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Eleven Thousand Two Hundred Dollars (\$11,200.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in this grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$ 11,200.00 to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. COUNTY may also reimburse AWARDEE for costs AWARDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDEE's Federal Employer Identification Number or other documentation required by COUNTY. COUNTY will not provide reimbursement payments to an individual. Reimbursement payments will only be provided to AWARDEE. In no event shall payments and/or reimbursements made by COUNTY exceed \$11,200.00 for this Project. AWARDEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on December 2, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an

additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. To the extent permitted by law, and without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, in the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

13. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, AWARDDEE acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event AWARDDEE maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Section 786.28, Florida Statutes, AWARDDEE shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

14. When requested, AWARDDEE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

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

16. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

17. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

18. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

20. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Houston L. Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDDEE: Wayne Whitaker, Mayor
City of Pahokee
207 Begonia Dr.
Pahokee, FL 33476

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

22. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

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

Witness

By:
WAYNE WHITAKER, Mayor City Of Pahokee

 TED S. ROBERTS
(printed name)

 WAYNE WHITAKER
(printed name)

ATTEST:
SUSAN FELTNER, City Clerk

Witness
 Rashonda Warren
(printed name)

Approved as to form and legal sufficiency:

MIMI McANDREWS, City Attorney

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By:
County Attorney

By:
OCR Director



Exhibit A

Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program

SCOPE OF WORK

Applicant Name:
City of Pahokee

Project Title:
Pahokee Chess Park

Area Location:

Project will be located at the corner of West Daniel Place and Rardin Avenue.

Project Description:

The project entails the purchase and installation of large stone tables that contain traditional sized chess boards, greenery and paving for spaces.

County funds recommended: \$ 11,200.00

2008 CITY OF PAHOKEE BUDGET

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources			
						Applicant Match			Grant Request (d)
						Cash (a)	Donations (b)	Private Grants (c)	
Misc									
LANDSCAPING									
Stone Tables and benches									
Grating									
Land fill									
Land Development									
Greenery									
Design									
Paint									
Neighborhood Sign									
Permits									
Paving and striping									
				TOTALS					11,200.00
Volunteer Hours (number of volunteers X hours worked)									
Landscaping									
Maintenance									
Painting									
Input/Design									
Document Preparation									
Project Administration									
				TOTAL (e)					
Total Volunteer Hours in dollars (e)									
Total Applicant Match (a+b+c+e)									
Total Grant Request (d)					\$11,200				
Total Project Cost (a+b+c+d+e)									

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: CITY OF PAHOKEE

PROJECT DESCRIPTION:

The project entails the purchase and installation of large stone tables that contain traditional sized chess boards, greenery and paving for spaces.

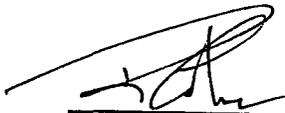
COUNTY FUNDS RECOMMENDED: \$ 11,200.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: Yes No

COMMENTS: _____



SIGNATURE OF REVIEWER

mgr R/m Dept

TITLE OF REVIEWER

PRINT NAME

10/10/08

DATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2008

PRODUCER (407) 445-2414 FAX: (407) 445-2868
World Risk Management, LLC
141 Terra Mango Loop
Ste A
Orlando FL 32835

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
City of Pahokee
171 N Lake Avenue
Pahokee FL 33476-1861

INSURERS AFFORDING COVERAGE
INSURER A: Public Risk Management
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRM 08-011	4/1/08	4/1/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PRM 08-011	4/1/08	4/1/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	By  APPROVED RISK MANAGEMENT DEPT. DATE 10/10/09			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PRM 08-011	4/1/08	4/1/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	AUTO PHYSICAL DAMAGE	PRM 08-011	4/1/08	4/1/09	COMP DED. \$1000. COLLISION DED \$1000.

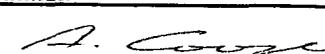
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 With respects to the Neighborhood Partnership Grant (NPG) Project for the fiscal year of 2008-2009.
 Project description; installation of green areas, a chess park and skate park along Rardin Ave.

CERTIFICATE HOLDER

cmathews@pbcgov.org
 Palm Beach County
 Office of Community Revitalization
 Chrystal Mathews
 2300 N. Jog Road 2-East
 West Palm Beach, FL 33411-2741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Andrew Cooper/PATTI 

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.

ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE
10/8/2008

PRODUCER PH (407) 445-2414 FAX (407) 445-2868
World Risk Management, LLC
141 Terra Mango Loop
Ste A
Orlando FL 32835

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.

COMPANIES AFFORDING COVERAGE

COMPANY
A Public Risk Mangement
COMPANY
B
COMPANY
C
COMPANY
D

INSURED
City of Pahokee
171 N. Lake Avenue
Pahokee FL 33476-1861

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/> PROPERTY	PRM 08-011	4/1/08	4/1/09	BUILDING	\$		
	CAUSES OF LOSS						PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC						BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD						EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL						BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE						BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD			<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ 2,500,000			
	<input type="checkbox"/> INLAND MARINE				\$			
	TYPE OF POLICY				\$			
	CAUSES OF LOSS				\$			
	<input type="checkbox"/> NAMED PERILS				\$			
	<input type="checkbox"/> OTHER				\$			
	<input type="checkbox"/> CRIME				\$			
	TYPE OF POLICY				\$			
	<input type="checkbox"/> BOILER & MACHINERY				\$			
	<input type="checkbox"/> OTHER				\$			

APPROVED
By [Signature]
RISK MANAGEMENT DEPT.
DATE 10/10/08

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS/OTHER COVERAGES
With respects to the Neighborhood Partnership Grant (NPG) Project for the fiscal year of 2008-2009.
Project description: installation of green areas, a chess park and skate park along Rardin Ave.

CERTIFICATE HOLDER
cmathews@pbcgov.org
Palm Beach County
Office of Community Revitalization
Chrystal Mathews, NPG Coordinator
2300 N. Jog Road 2-East
West Palm Beach, FL 33411-2741

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Andrew Cooper/PATTI [Signature]

Exhibit "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Neighborhood Partnership Grant to City for certain improvement to selected neighborhoods; and

WHEREAS, volunteers are encouraged to participate with the City in making improvements to their neighborhoods.

NOW, THEREFORE, in consideration for permission to participate as a volunteer in this project, the Volunteer agrees as follows:

1. I have considered and evaluated the risks, danger and possibility of injury resulting from participation as a volunteer performing a public service project for County and City.
2. I know and understand that foreseeable and unforeseeable injuries from common or unexpected sources could occur from the nature of the activity, conditions of the location and from actions of myself, other participants, the City, the City's employees or volunteers, other persons involved in this public service project and uninvolved strangers in the vicinity.
3. I deliberately and knowingly assume all costs, risks of injury and/or other damages including, but not limited to, cost of my medical treatment, permanent injury or death, and my property damages resulting from my participation in the public service project.
4. I waive, release and hold harmless County and City, their officers, employees, volunteers, and agents from all legal and financial responsibility and from all costs, injuries, claims, and/or other damages arising out of and/or related to my participation in this project.
5. I further agree to protect, defend, reimburse, indemnify and hold County, City, their agents, and employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of and/or related to my participation in this project.
6. I give my permission to County and City for any photos or video footage of myself taken during the course of this public service project to be used for educational, promotional, or any other purpose by the County or City.

I have read this Agreement carefully and fully and understand its content or have had it explained to me 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: _____

**AGREEMENT BETWEEN PALM BEACH COUNTY AND KIMBERLY ERICKSON AN
INDIVIDUAL REPRESENTING CANAL POINT COMMUNITY DEVELOPMENT, INC.
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Kimberly Erickson an individual representing Canal Point Community Development, Inc., hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, Kimberly Erickson is a resident of Canal Point; and

WHEREAS, AWARDEE has proposed a Project to install three "Welcome to Canal Point" signs with lighting and landscaping to be placed Southbound on US 441, Northbound on US 441 and Westbound on SR 700 (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to procure up to \$15,000.00 for materials and other expenses applicable to the Project for AWARDEE; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Director. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Fifteen Thousand Dollars (\$15,000.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of

any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$15,000.00 to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. In no event shall COUNTY make reimbursement payments to AWARDEE. AWARDEE agrees that the extent of COUNTY's responsibility and under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on December 2, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the

ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDDEE is merely a recipient of a COUNTY grant and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

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

14. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, COUNTY shall not be required to procure any further equipment, materials or supplies for AWARDDEE.

15. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

16. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

18. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty

six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

19. 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: Houston L. Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDEE: Kimberly Erickson
Canal Point Community Development, Inc.
P.O. Box 32,
Canal Point, FL 33438

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

20. Failure of the AWARDEE to comply with any provision stated herein may result in cancellation of the Grant by the COUNTY.

[the remainder of this page left blank intentionally]

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

[Signature]
Witness

REINHOLD JONKSTON
(printed name)

[Signature]
Witness

Krista Erickson
(printed name)

By: Kimberly Erickson
Kimberly Erickson

Kimberly Erickson
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. [Signature]
County Attorney

By: [Signature]
OCR Director



Exhibit A

Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program

SCOPE OF WORK

Applicant Name:

Canal Point Community

Project Title:

Canal Point Community Makeover

Area Location:

Project will be located (North) 13658 US Highway 441, (South) 12220 Everglades Street, and (East) 37001 Main Street.

Project Description:

The project entails the purchase and installation of three "Welcome to Canal Point" signs to be placed Southbound on US 441, Northbound on US 441 and Westbound on SR 700.

County funds recommended:

\$ 15,000.00

08 Canal Point Community Budget

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources		
						Applica (a)	Donatio (b)	Grant Request (c)
Post Mounted Signs								
Monument sign								
Solar sign lights								
Mulch								
				TOTALS	0.00			15,000.00
Volunteer Hours (number of volunteers X hours worked)								
Installation & Maintenance								
Administration								
				TOTALS				
Total Volunteer Hours (in dollars)								
Total Applicant Cas (column (a) + (b))								
Total Grant Reques (column (c))					\$15,000.00			
Total Project Cost								

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: KIM ERICSON AN INDIVIDUAL REPRESENTING CANAL POINT COMMUNITY DEVELOPMENT, INC.

PROJECT DESCRIPTION:

The project entails the purchase and installation of three "Welcome to Canal Point" signs to be placed Southbound on US 441, Northbound on US 441 and Westbound on SR 700.

COUNTY FUNDS RECOMMENDED: \$ 15,000.00

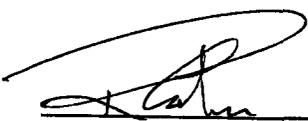
APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: Yes

No

COMMENTS: _____



SIGNATURE OF REVIEWER

msr Elm Dept

TITLE OF REVIEWER

PRINT NAME

10/10/02

DATE

Exhibit "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Neighborhood Partnership Grant ("Grant") to allow the _____ to improve the neighborhood which requires Volunteer assistance.

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

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, against any and all actions, claims, and demands that he/she ever had, now has, or may have against the County, 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, and employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including 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: _____

**AGREEMENT BETWEEN PALM BEACH COUNTY AND MELANIE GRIMES AN
INDIVIDUAL REPRESENTING LIONS CLUB OF BELLE GLADE
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Melanie Grimes an individual representing Lions Club of Belle Glade hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, Melanie Grimes is a resident of Belle Glade; and

WHEREAS, AWARDEE has proposed a Project to purchase and install an entryway sign at Lyons Park with landscaping and picnic facilities (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to procure up to \$9,000.00 for materials and other expenses applicable to the Project for AWARDEE; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Director. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Nine Thousand Dollars (\$9,000.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$9,000.00 to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. In no event shall COUNTY make reimbursement payments to AWARDEE. AWARDEE agrees that the extent of COUNTY's responsibility and under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on December 2, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDDEE is merely a recipient of a COUNTY grant and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

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

14. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, COUNTY shall not be required to procure any further equipment, materials or supplies for AWARDDEE.

15. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

16. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

18. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

19. 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: Houston L. Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDEE: Melanie Grimes
Lions Club of Belle Glade
38844 State Road 80
Belle Glade, FL 33430

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

20. Failure of the AWARDEE to comply with any provision stated herein may result in cancellation of the Grant by the COUNTY.

[the remainder of this page left blank intentionally]

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

Linda Louis
Witness

Linda Louis
(printed name)

Sherrill Thompson
Witness

Sherrill Thompson
(printed name)

By: Melanie Grimes
Melanie Grimes

Melanie Grimes
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. [Signature]
County Attorney

By: [Signature]
OCR Director



Exhibit A

**Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program**

SCOPE OF WORK

Applicant Name:

Lions Club of Belle Glade

Project Title:

Lions Park Redevelopment

Area Location:

Project will be located at Lyons Park, NE Avenue H, Belle Glade, FL 33430

Project Description:

The project entails the installation of an entrance sign at Lions installation of rubber mulch around playground areas and installation of a barbeque/picnic area.

County funds recommended:

\$ 9,000.00

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: CITY OF BELLE GLADE IN C/O LIONS CLUB OF BELLE GLADE

PROJECT DESCRIPTION:

THE PROJECT ENTAILS THE INSTALLATION OF AN ENTRANCE SIGN AT LIONS
INSTALLATION OF RUBBER MULCH AROUND PLAYGROUND AREAS AND INSTALLATION OF
A BARBEQUE/PICNIC AREA.

COUNTY FUNDS RECOMMENDED: \$ 9,000.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE
REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: Yes No

COMMENTS: _____



SIGNATURE OF REVIEWER

mgr Z/m Dept

TITLE OF REVIEWER

PRINT NAME

10/10/08

DATE

Exhibit "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Neighborhood Partnership Grant ("Grant") to allow the _____ to improve the neighborhood which requires Volunteer assistance.

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

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, against any and all actions, claims, and demands that he/she ever had, now has, or may have against the County, 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, and employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including 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: _____

**AGREEMENT BETWEEN PALM BEACH COUNTY AND DEMETRIUS JACQUES AN
INDIVIDUAL REPRESENTING GRAMERCY PARK COALITION
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Demetrius Jacques an individual representing Gramercy Park Coalition., hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, Demetrius Jacques is a resident of Gramercy Park; and

WHEREAS, AWARDEE has proposed a Project to purchase and install signage with landscaping and a canopy in Gramercy Park (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to procure up to \$10,000.00 for materials and other expenses applicable to the Project for AWARDEE; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Director. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Ten Thousand Dollars (\$10,000.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$10,000.00 to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. In no event shall COUNTY make reimbursement payments to AWARDEE. AWARDEE agrees that the extent of COUNTY's responsibility and under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on December 2, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

11. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

12. It is understood and agreed that AWARDDEE is merely a recipient of a COUNTY grant and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

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

14. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, COUNTY shall not be required to procure any further equipment, materials or supplies for AWARDDEE.

15. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

16. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

18. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

19. 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: Houston L. Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDEE: Demetrius Jacques
Gramercy Park Coalition
5941 Bahama Court
West Palm Beach, FL 33407

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

20. Failure of the AWARDEE to comply with any provision stated herein may result in cancellation of the Grant by the COUNTY.

[the remainder of this page left blank intentionally]

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

Samuel Boone
Witness

By: *Demetrius Jacques*
Demetrius Jacques

Samuel Boone
(printed name)

Demetrius Jacques
(printed name)

Hazel Collier
Witness

HAZEL COLLIER
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: *Paul F. [Signature]*
County Attorney

By: *[Signature]*
OCR Director



Exhibit A

**Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program**

SCOPE OF WORK

Applicant Name:

Demetrius Jacques

Project Title:

Fencing and Supplies related to Community Outreach & Neighborhood Clean-Up

Area Location:

Project will be located along Caribbean Rd. and Barbados, West Palm Beach, FL
33407

Project Description:

The project entails the purchase of canopies, entryway signage and landscaping in Gramercy Park.

County funds recommended:

\$ 10,000.00

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: DEMETRIUS JACQUES AN INDIVIDUAL REPRESENTING GRAMERCY PARK COALITION

PROJECT DESCRIPTION:

The project entails the purchase of canopies, entryway signage and landscaping in Gramercy Park.

COUNTY FUNDS RECOMMENDED: \$ 10,000.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: YES NO

COMMENTS: _____


SIGNATURE OF REVIEWER

mgr R/m Dept
TITLE OF REVIEWER

PRINT NAME

10/10/08
DATE

Exhibit "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Neighborhood Partnership Grant ("Grant") to allow the _____ to improve the neighborhood which requires Volunteer assistance.

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

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, against any and all actions, claims, and demands that he/she ever had, now has, or may have against the County, 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, and employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including 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: _____

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PAINT YOUR HEART OUT PALM BEACH COUNTY, INC.
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Paint Your Heart 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, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing grants and other assistance to neighborhood organizations to identify, design, implement and maintain neighborhood improvement Projects; and

WHEREAS, AWARDEE has proposed a Project to purchase supplies to make exterior painting repairs to homes within CCRT areas (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$10,000.00 to AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 20, 2008, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Director at his discretion during the term of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Director. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of the AWARDEE. The COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five 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 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 Ten Thousand Dollars (\$10,000.00) for this Project. 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.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, AWARDEE must provide documentation demonstrating that an enforceable agreement exists between AWARDEE and the property owner which authorizes AWARDEE to use and perform services on the property, as provided for in this grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to provide up to \$10,000.00 to AWARDEE for materials and other expenses applicable to the Project. AWARDEE may advise COUNTY of the equipment, materials and/or services necessary for the Project and their estimated cost, and COUNTY will make reasonable efforts to obtain and provide them for AWARDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDEE upon delivery to AWARDEE or upon installation in the Project. COUNTY may also reimburse AWARDEE for costs AWARDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDEE's Federal Employer Identification Number or other documentation required by COUNTY. AWARDEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

a. AWARDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDEE must fully document each element of AWARDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDEE acknowledges that its failure to document the AWARDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

b. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

c. AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of 6 photographs (2 before the Project and 4 during and at completion), and financial records clearly showing AWARDEE's matching contribution toward the Project. At the request of the COUNTY, AWARDEE shall make available the negatives for the photographs provided. The Photographs and negatives shall become the property of the COUNTY and will not be returned.

d. The Project will be initiated by AWARDEE on December 2, 2008. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

e. Neighborhood Partnership Grant program funds may be used as a match for other local, State, or Federal grant programs, but AWARDEE may not submit reimbursement requests for the same expenses to the COUNTY or others to receive duplicate reimbursement for the same expenses.

4. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

5. AWARDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, gender identity or expression.

6. AWARDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

7. AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

8. AWARDEE shall be responsible for all costs of operation and maintenance of the Project.

a. By accepting this award, AWARDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this Agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. AWARDDEE warrants that it is a not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

11. Upon request by COUNTY, AWARDDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

12. AWARDDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

13. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement.

14. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

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

17. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

18. COUNTY and AWARDDEE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

19. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

21. As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY: Houston Tate, OCR Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

As to the AWARDDEE: Joanna Aiken
Paint Your Heart Out Palm Beach County, Inc.
7501 N. Jog Road
West Palm Beach, FL 33412

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

23. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

[the remainder of this page left blank intentionally]

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

Heather Levy
Witness
Heather Levy
(printed name)
[Signature]
Witness
Linda Maza
(printed name)

By: Joanna Aiken
Joanna Aiken
Joanna Aiken
(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Paul F. J.
County Attorney

By: [Signature]
OCR Director



Exhibit A

**Palm Beach County
Office of Community Revitalization
Neighborhood Partnership Grant Program**

SCOPE OF WORK

Applicant Name:

Paint Your Heart Out Palm Beach County

Project Title:

Paint Your Heart Out Palm Beach County

Area Location:

Project will be located in various CCRT Communities.

Project Description:

The project entails the purchase of painting supplies for neighborhood improvement projects.

County funds recommended: \$ 10,000.00

PAINT YOUR HEART OUT PBC Budget

Materials/Services	Quantity	Unit cost	Sales tax	Other Charges	TOTAL	Funding Sources		
Description				(if any)		Applicant	Donations	Grant Request
						(a)	(b)	(c)
PAINT								
PAINT SUPPLIES								
PRESSURE CLEANER								
LADDERS								
HOSES								
				TOTALS	0.00			10,000.00
Volunteer Hours (number of volunteers X hours worked)								
				TOTALS				
Total Volunteer Hours (in dollars)								
Total Applicant Cash (column (a) + (b))								
Total Grant Request (column (c))								
Total Project Cost								
					\$10,000.00			

NEIGHBORHOOD PARTNERSHIP GRANT (NPG)

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: PAIN YOUR HEART OUT PALM BEACH COUNTY, INC.

PROJECT DESCRIPTION:

The project entails the purchase of painting supplies for neighborhood improvement projects.

COUNTY FUNDS RECOMMENDED: \$ 10,000.00

APPROVAL STATUS:

RISK MANAGEMENT AGREES/DOES NOT AGREE TO WAIVE THE "INSURANCE REQUIREMENT FOR THIS GROUP.

INSURANCE NEEDED: Yes No

COMMENTS: _____



SIGNATURE OF REVIEWER

mgt R/m Dept

TITLE OF REVIEWER

PRINT NAME

12/10/02

DATE

ACORD COMMERCIAL INSURANCE APPLICATION		DATE 08/28/2008	
PRODUCER PHONE (A/C, No, Ext): (561)278-0448 FAX (561)278-2391 Weekes & Callaway, Inc. 3945 West Atlantic Avenue Delray Beach, FL 33445-3902		CARRIER	UNDERWRITER
AGENCY CUSTOMER ID 00002531		INDICATE SECTIONS ATTACHED	
CODE:		PROPERTY	EQUIPMENT FLOATER
SUB CODE:		GLASS AND SIGN	INSTALLATION/BUILDERS RISK
		ACCOUNTS RECEIVABLE/ VALUABLE PAPERS	ELECTRONIC DATA PROC
		CRIME/MISCELLANEOUS CRIME	COMMERCIAL GENERAL LIABILITY
		TRANSPORTATION/ MOTOR TRUCK CARGO	BUSINESS AUTO
			TRUCKERS/MOTOR CARRIER
			GARAGE AND DEALERS
			VEHICLE SCHEDULE
			BOILER & MACHINERY
			WORKERS COMPENSATION
			UMBRELLA

STATUS OF SUBMISSION		PACKAGE POLICY INFORMATION			
<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES OR FOR MONOLINE POLICIES			
BOUND (Give Date and/or Attach Copy):		PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN
DATE	TIME	AM	PM	DIRECT BILL	AUDIT
		10/14/2008	10/14/2009	AGENCY BILL	

APPLICANT INFORMATION		FEIN OR SOC SEC # (of First Named Insured):		MAILING ADDRESS INCL ZIP+4 (of First Named Insured)	
NAME (First Named Insured & Other Named Insureds)		PHONE (A/C, No, Ext): (561)615-8585		Palm Beach	
Paint Your Heart Out Palm Beach County				C/O Goldberg, Jacobs & Co. 2161 Palm Bch Lakes Blvd #450 W. Palm Beach, FL 33409	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> SUBCHAPTER S CORPORATION	<input type="checkbox"/> LIMITED CORPORATION	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> CR BUREAU NAME
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE			ID NUMBER	YEAR BUS STARTED
INSPECTION CONTACT		ACCOUNTING RECORDS CONTACT			
Marilyn Jacobs		Marilyn Jacobs		PHONE (A/C, No, Ext): (561)615-8585	

PREMISES INFORMATION						
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4			CITY LIMITS	INTEREST
00001	00001	2161 Palm Beach Lakes Blvd. Palm Beach West Palm Beach FL 33409			INSIDE	OWNER
					OUTSIDE	TENANT
					INSIDE	OWNER
					OUTSIDE	TENANT
					INSIDE	OWNER
					OUTSIDE	TENANT
					YR BUILT	PART OCCUPIED
						Not For Profit Organiza

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)
Non-For-Profit Organization that paints homes for the low income elderly and low income physically impaired members of the community.

GENERAL INFORMATION			
EXPLAIN ALL "YES" RESPONSES		YES	NO
1 IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		X	
2 IS A FORMAL SAFETY PROGRAM IN OPERATION?		X	
3 ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?		X	
4 ANY CATASTROPHE EXPOSURE?		X	
5 ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		X	
6 ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3-YEARS? NOT APPLICABLE IN MO.		X	
EXPLAIN ALL "YES" RESPONSES		YES	NO
7 ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?			X
8 DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In FL, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment)			X
9 ANY UNCORRECTED FIRE CODE VIOLATIONS?			X
10 ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5-YEARS?			X
REMARKS			

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (NOT APPLICABLE IN CO, HI, NE, OH, OK, OR; IN ME AND VA, INSURANCE BENEFITS MAY ALSO BE DENIED)	
APPLICANT'S SIGNATURE Marilyn Jacobs	PRODUCER'S SIGNATURE

Paint Your Heart Out Palm Beach County

Policy Notes
Weekes & Callaway, Inc.

08/28/2008

08/05/2000

4.0 NPR Truncated Nature of Business: Insured is a non-profit org filed as a 501(c) 3 Corp. Their purpose is to paint homes of the low income elderly and low income physically impaired member of community. This is a one day event (October 24, 1998) however it is a year long process of obtaining sponsors, volunteers and supplies. Site prep work is done the the week before October 24th, 1998. Pat Gregory is currently the marketing/public relations for PYHO she was involved with the same type of org, her former position with the city of W Palm Beach. Pat is a driving force for PYHO w/her vast knowledge & experience. To date the following are the Sponsors:PUBLIX,FIDELITY FED BK,SUNTRUST,NATIONSBANK UNITED WAY & REPUBLIC SECURITYt

08/05/2000

4.0 NPR Truncated Nature of Business: Insured is a non-profit org filed as a 501(c) 3 Corp. Their purpose is to paint homes of the low income elderly and low income physically impaired member of community. This is a one day event (October 24, 1998) however it is a year long process of obtaining sponsors, volunteers and supplies. Site prep work is done the the week before October 24th, 1998. Pat Gregory is currently the marketing/public relations for PYHO she was involved with the same type of org, her former position with the city of W Palm Beach. Pat is a driving force for PYHO w/her vast knowledge & experience. To date the following are the Sponsors:PUBLIX,FIDELITY FED BK,SUNTRUST,NATIONSBANK UNITED WAY & REPUBLIC SECURITYt

11/16/1999

Rec'd conf of financing from 1st insurance funding account #01987-0001-175321 pymts due the 29 of each month in the amount of \$183.60 9 total pymts commencing on 11-29-99.... STARM

11/16/1999

Rec'd conf of financing from 1st insurance funding account #01987-0001-175321 pymts due the 29 of each month in the amount of \$183.60 9 total pymts commencing on 11-29-99.... STARM

PRIOR CARRIER INFORMATION

LINE	CATEGORY	2007-08		2006-07		2005-06		2004-2005		2002/2003	
		CLAIMS MADE	X OCCURRENCE								
GENERAL LIABILITY COMMERCIAL	CARRIER	Scottsdale									
	POLICY NUMBER							CLS1056103		CLS0851875	
	POLICY TYPE										
	RETRO DATE										
	EFF-EXP DATE										
	GENERAL AGGREGATE	2,000,000		2,000,000		2,000,000		2,000,000		2,000,000	
	PRODUCTS COMP OF AGGREGATE	1,000,000		1,000,000		1,000,000		2,000,000		1,000,000	
	PERSONAL & ADV INJ	1,000,000		1,000,000		1,000,000		1,000,000		1,000,000	
	EACH OCCURRENCE	1,000,000		1,000,000		1,000,000		1,000,000		1,000,000	
	FIRE DAMAGE	100,000		100,000		100,000		100,000		100,000	
	MEDICAL EXPENSE	5,000		5,000		5,000		1,000		1,000	
	BODILY OCCURRENCE INJURY AGGREGATE										
	PROPERTY OCCURRENCE DAMAGE AGGREGATE										
	COMBINED SINGLE LIMIT										
	MODIFICATION FACTOR										
TOTAL PREMIUM	\$3,600		\$3,600		\$3,600		3,983.71		3,801.33		
AUTOMOBILE LIABILITY	CARRIER										
	POLICY NUMBER										
	POLICY TYPE										
	EFF-EXP DATE										
	COMBINED SINGLE LIMIT										
	BODILY INJURY	EA PERSON			EA ACCIDENT						
	PROPERTY DAMAGE										
	MODIFICATION FACTOR										
TOTAL PREMIUM											
PROPERTY	CARRIER										
	POLICY NUMBER										
	POLICY TYPE										
	EFF-EXP DATE										
	BUILDING AMT										
	PERS PROP AMT										
MODIFICATION FACTOR											
TOTAL PREMIUM											
	CARRIER										
	POLICY NUMBER										
	POLICY TYPE										
	EFF-EXP DATE										
	LIMIT										
	MODIFICATION FACTOR										
TOTAL PREMIUM											

LOSS HISTORY

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 Y.

DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS
						OPEN
						CLOSED
						OPEN
						CLOSED

REMARKS: NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY

NOTICE OF INSURANCE INFORMATION PRACTICES

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.

ACORD COMMERCIAL GENERAL LIABILITY SECTION

DATE
08/28/2008

PRODUCER PHONE (561)278-0448
FAX (561)278-2391
Weekes & Callaway, Inc.
3945 West Atlantic Avenue
Delray Beach, FL 33445-3902

APPLICANT Paint Your Heart Out Palm Beach County
(First Named Insured)

EFFECTIVE DATE 10/14/2008 EXPIRATION DATE 10/14/2009
DIRECT BILL AGENCY BILL PAYMENT PLAN AUDIT
FOR COMPANY USE ONLY

CODE: SUB CODE:
AGENCY CUSTOMER ID: 00002531

COVERAGES

LIMITS

<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE	\$ 2,000,000	PREMIUMS
CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$ 1,000,000	PREMISES/OPERATIONS
OWNER'S & CONTRACTOR'S PROTECTIVE	PERSONAL & ADVERTISING INJURY	\$ 1,000,000	0.00
DEDUCTIBLES	EACH OCCURRENCE	\$ 1,000,000	PRODUCTS
PROPERTY DAMAGE \$	FIRE DAMAGE (Any one fire)	\$ 100,000	0.00
BODILY INJURY \$	MEDICAL EXPENSE (Any one person)	\$ 5,000	OTHER
<input checked="" type="checkbox"/> Per Cmt/inc ex 500 <input checked="" type="checkbox"/> PER CLAIM <input checked="" type="checkbox"/> PER OCCURRENCE	EMPLOYEE BENEFITS	\$	TOTAL
OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the Business Auto Section, ACORD 127)			0.00

Additional Insured - Club Members - CG2002 (11/85). Add'l Insured-State or Political Subdivisions - Permits CG2012 (07/98).

SCHEDULE OF HAZARDS

LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
00001	Clubs, Civic, Service or Social	41670	T) 600					

RATING AND PREMIUM BASIS (S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

CLAIMS MADE (Explain all "Yes" responses)

- PROPOSED RETROACTIVE DATE:
- ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV:
- HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE? YES: NO:
- WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?

REMARKS

EMPLOYEE BENEFITS LIABILITY

- DEDUCTIBLE PER CLAIM: \$
- NUMBER OF EMPLOYEES:
- NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
- RETROACTIVE DATE:

REMARKS

CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO
1 DOES APPLICANT DRAW PLANS DESIGNS OR SPECIFICATIONS FOR OTHERS?		X		4 DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?			X
2 DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?		X		5 ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?			X
3 DO ANY OPERATIONS INCLUDE EXCAVATION TUNNELING UNDERGROUND WORK OR EARTH MOVING?		X		6 DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?			X
REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB-CONTRACTORS:			% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:	

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS
Paint (donated)	0	35			Paint Exterior homes	

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO
1 DOES APPLICANT INSTALL SERVICE OR DEMONSTRATE PRODUCTS?		X		6 PRODUCTS RECALLED DISCONTINUED CHANGED?			X
2 FOREIGN PRODUCTS SOLD DISTRIBUTED USED AS COMPONENTS?		X		7 PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?			X
3 RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?		X		8 PRODUCTS UNDER LABEL OF OTHERS?			X
4 GUARANTEES WARRANTIES HOLD HARMLESS AGREEMENTS?		X		9 VENDORS COVERAGE REQUIRED?			X
5 PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?		X		10 DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?			X
PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC							
4. Homeowner agrees to hold Paint Your Heart Out (PYHO) harmless (waiver).							

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
X	ADDITIONAL INSURED	Palm Beach County Board of County Commissioners Office of Community Revitalization 2300 N. Jog Road West Palm Beach, FL 33411			LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ SCHEDULED ITEM NUMBER: _____ OTHER
	LOSS PAYEE				
	MORTGAGEE				
	LIENHOLDER				
	EMPLOYEE AS LESSOR				

For description CG2012 (07/98).

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO
1 ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?		X		12 ANY STRUCTURAL ALTERATIONS CONTEMPLATED?			X
2 ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?		X		13 ANY DEMOLITION EXPOSURE CONTEMPLATED?			X
3 DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g landfills, wastes, fuel tanks, etc)		X		14 HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?			X
4 ANY OPERATIONS SOLD ACQUIRED OR DISCONTINUED IN LAST 5 YEARS?		X		15 DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?			X
5 MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?		X		16 IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?			X
6 ANY WATERCRAFT DOCKS FLOATS OWNED HIRED OR LEASED?		X		17 ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?			X
7 ANY PARKING FACILITIES OWNED/RENTED?		X		18 HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE YEARS?			X
8 IS A FEE CHARGED FOR PARKING?		X		19 IS THERE A FORMAL WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?			X
9 RECREATION FACILITIES PROVIDED?		X		20 DOES THE BUSINESSES PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?			X
10 IS THERE A SWIMMING POOL ON THE PREMISES?		X					
11 SPORTING OR SOCIAL EVENTS SPONSORED?		X					
REMARKS							

600 expected volunteers. Number of homes is no more than 35.

CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO
1	DOES APPLICANT DRAW PLANS DESIGNS OR SPECIFICATIONS FOR OTHERS?	X		4	DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?		X
2	DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?	X		5	ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?		X
3	DO ANY OPERATIONS INCLUDE EXCAVATION TUNNELING UNDERGROUND WORK OR EARTH MOVING?	X		6	DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?		X
REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED		\$ PAID TO SUB-CONTRACTORS:		% OF WORK SUBCONTRACTED:		# FULL-TIME STAFF:	
						# PART-TIME STAFF:	

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS
Paint (donated)	0	35			Paint Exterior homes	

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO
1	DOES APPLICANT INSTALL SERVICE OR DEMONSTRATE PRODUCTS?	X		6	PRODUCTS RECALLED DISCONTINUED CHANGED?		X
2	FOREIGN PRODUCTS SOLD DISTRIBUTED USED AS COMPONENTS?	X		7	PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?		X
3	RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?	X		8	PRODUCTS UNDER LABEL OF OTHERS?		X
4	GUARANTEES WARRANTIES HOLD HARMLESS AGREEMENTS?	X		9	VENDORS COVERAGE REQUIRED?		X
6	PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?	X		10	DOES ANY NAMED INSURED SELL TO OTHER NAMED INSURED?		X
PLEASE ATTACH LITERATURE BROCHURES, LABELS, WARNINGS, ETC							
4. Homeowner agrees to hold Paint Your Heart Out (PYHO) harmless (waiver).							

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
X	ADDITIONAL INSURED	Palm Beach County Board of County Commissioners			LOCATION:	BUILDING:
	LOSS PAYEE	Office of Community Revitalization			VEHICLE:	BOAT:
	MORTGAGEE	2300 N. Jog Road			SCHEDULED ITEM NUMBER:	
	LIENHOLDER	West Palm Beach, FL 33411			OTHER	
	EMPLOYEE AS LESSOR					

ITEM DESCRIPTION CG2012 (07/98).

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO
1	ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?	X		12	ANY STRUCTURAL ALTERATIONS CONTEMPLATED?		X
2	ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?	X		13	ANY DEMOLITION EXPOSURE CONTEMPLATED?		X
3	DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g landfills, wastes, fuel tanks, etc)	X		14	HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?		X
4	ANY OPERATIONS SOLD ACQUIRED OR DISCONTINUED IN LAST 5 YEARS?	X		15	DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		X
5	MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?	X		16	IS THERE A LABORER INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?		X
6	ANY WATERCRAFT DOCKS FLOATS OWNED HIRED OR LEASED?	X		17	ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?		X
7	ANY PARKING FACILITIES OWNED/RENTED?	X		18	HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE YEARS?		X
8	IS A FEE CHARGED FOR PARKING?	X		19	IS THERE A FORMAL WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?		X
9	RECREATION FACILITIES PROVIDED?	X		20	DOES THE BUSINESSES PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?		X
10	IS THERE A SWIMMING POOL ON THE PREMISES?	X					
11	SPORTING OR SOCIAL EVENTS SPONSORED?	X					

REMARKS
600 expected volunteers. Number of homes is no more than 35.

Exhibit "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Neighborhood Partnership Grant ("Grant") to allow the _____ to improve the neighborhood which requires Volunteer assistance.

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

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, against any and all actions, claims, and demands that he/she ever had, now has, or may have against the County, 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, and employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including 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: _____