PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: A	April 7, 2009	[X] []	Consent Workshop	[]	Regular Public Hearing
Department:	County Adm	inistration			
Submitted By:	County Adm	inistration			
Submitted For:	Office of Cor	mmunity Ro	evitalization		
			I. EXECUTIV	/E BR	<u>: </u>
Motion and Titl Independiente Er Heights Commun	manuel Inc.; an	ommends ad B) Extens	motion to app sion Agreemen	orove: t with f	A) Extension Agreement with Iglesia Bautista Ericka Gonder an individual representing Parsor
Education to Action	on Program (Ri ension will enal	EAP) Agree ole the Gra	ements originally ntees to compl	y execi	onth time extension of their 2007-2008 Resident ated on July 22, 2008 (R-2008-1253 and R-2008- projects funded through the REAP Program in
Background and (see Attachment provided below: PROJECT	4), as required	: Each Gra by the RE	ntee submitted AP Grant Agree GRANTEE	a lette ements	requesting an extension to complete the project. The justification submitted by each Grantee is
Overjoyed Lands		Iglesia Bau Independie		The	e 2008 Hurricanes delayed the progress of this
Shared Vision P		Ericka Gon individual r Parson Hei Community	epresenting ights		ay in establishing a location to hold monthly ghborhood Meeting.
Copies of	the original cor insurance certi	ficates (If a	pplicable) n the applicants	3	•
Recommended	1 by: (19)(10)	Depa	mustrost tment Direct	or	3/6/09 Date
Approved By:		Deput	My cy County Ad	// minist	rator Date

II. FISCAL IMPACT ANALYSIS

A. Fi	ve Year Summary o	f Fiscal Imp	act:				
Fisca	l Years	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>	
Capital Expenditures Operating Costs External Revenues External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included In Current Budget? Yes X No Budget Account No.: Fund 3900 Department 366 Unit X089 Object 8201 Reporting Category B. Recommended Sources of Funds/Summary of Fiscal Impact: There is no Niscal impact associated with the time extension requested other than the previously budge amount. Funding was established for each project and will remain available until the project is closed. C. Departmental Fiscal Review: Let Let	\$						
		e)					
ls Itei Budg	n Included In Curre et Account No.:	nt Budget? Fund <u>390</u> 0	Yes <u>X</u> 0 Departi	No nent <u>366</u>	Unit <u>X089</u> (Object <u>8201</u>	
Repo	rting Category						
There	is not iscal impact a	ssociated with	h the time e	xtension requ	ested other th	an the previously project is closed.	budgeted
C.	Departmental Fisc	al Review:	fat a	Ûlgesten	<u>(Q)</u>		
			III. REVIEW	COMMENTS	<u>S</u>		
A.	OFMB Fiscal and/o	or Contract [Dev. and Co	ntrol Comm	ents:		
B.	anne Odelya	1 CN 3/11/10	Co	ntract Dev.	Exercision of a	3)19)09 1 as comp eview 5.) J
C.	Other Department	Review:					
	Department Directo	or	_				

EXTENSION AGREEMENT BETWEEN PALM BEACH COUNTY AND IGLESIA BAUTISTA INDEPENDIENTE EMANUEL, INC. FOR FUNDING OF THE OVERJOYED LANDSCAPING PROJECT

THIS AGREEMENT is made and entered into this ____ day of ____ 2009, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as COUNTY, and Iglesia Bautista Independiente Emanuel, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY and AWARDEE entered into an agreement on July 22, 2008 (R2008-1253) to complete an America's Next Top Neighborhood Award Grant through the Resident's Education to Action Program (REAP) (hereinafter referred to as Grant Agreement); and

WHEREAS, the Grant Agreement provided for AWARDEE to purchase and install plants, flowers & gardening materials to promote beautification and bring community cohesion to the neighborhood, (hereinafter referred to as the "Project"); and

WHEREAS, the Grant Agreement required AWARDEE complete the Project by January 23, 2009; and

WHEREAS, AWARDEE has been unable to complete the project within the specified time frame; and

WHEREAS, AWARDEE has requested COUNTY provide a six (6) month time extension to complete the Project; and

WHEREAS, COUNTY desires to provide an extension of the performance period provided for in the Grant Agreement.

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

- 1. Section 8 of the Grant Agreement is hereby amended to state: "The term of this Agreement shall be until September 17, 2009, commencing upon the date of execution by the parties hereto."
- 2. Section 11 of the Grant Agreement is hereby amended to state: "AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before September 17, 2009."
- 3. AWARDEE agrees that all other terms and conditions provided for in the Grant Agreement remain in full force and effect, including, but not limited to, the Scope of Work, reporting requirements, insurance requirements, as well as all warranties and representations.

(The remainder of this page left blank intentionally.)

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

ATTEST:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	By:
Deputy Clerk	John F. Koons, Chairman
WITNESSES:	IGLESIA BAUTISTA INDEPENDIENTE EMANUEL, INC.
And methe	By: Eli Cano
Withless Signature	Eli Cano, Director (Printed name)
the Toylor Know he	
Witness Signature	Eli Cano, Director (Signature)
	APPROVED AS TO TERMS AND
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	CONDITIONS
By: Anne Chelgent County Attorney	By: Houston L. Tate, Director
County Attorney	Office of Community Revitalization

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EXTENSION AGREEMENT BETWEEN PALM BEACH COUNTY AND ERICKA GONDER AN INDIVIDUAL REPRESENTING PARSON HEIGHT COMMUNITY GROUP FOR FUNDING OF THE SHARED VISION PROJECT

THIS AGREEMENT is made and entered into this ____ day of ____ 2009, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as COUNTY and Ericka Gonder an individual representing Parson Heights Community Group, hereinafter referred to as the "AWARDEE".

WITNESSETH:

WHEREAS, the COUNTY and AWARDEE entered into an agreement on July 22, 2008 (R2008-1263) to complete an America's Next Top Neighborhood Award Grant through the Resident Education to Action Program (REAP) (hereinafter referred to as Grant Agreement); and

WHEREAS, the Grant Agreement provided for AWARDEE to purchase supplies and materials, refreshments, printer ink, paper supplies and materials to both publish and distribute meeting reminders and minutes to launch a community organizing event, and the development of a monthly neighborhood watch program to build collaborative community relationships among area residents (hereinafter referred to as the "Project"); and

WHEREAS, the Grant Agreement required AWARDEE complete the Project by January 23, 2009; and

WHEREAS, AWARDEE has been unable to complete the project within the specified time frame; and

WHEREAS, AWARDEE has requested COUNTY provide a six (6) month time extension to complete the Project; and

WHEREAS, COUNTY desires to provide an extension of the performance period provided for in the Grant Agreement.

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

- 1. Section 7 of the Grant Agreement is hereby amended to state: "The term of this Agreement shall be until September 17, 2009, commencing upon the date of execution by the parties hereto."
- 2. Section 10 of the Grant Agreement is hereby amended to state: "AWARDEE shall complete the Project and provide accounting data to COUNTY for the completed Project on or before September 17, 2009."
- 3. AWARDEE agrees that all other terms and conditions provided for in the Grant Agreement remain in full force and effect, including, but not limited to, the Scope of Work, reporting requirements, insurance requirements, as well as all warranties and representations.

(The remainder of this page left blank intentionally.)

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

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
Ву:	Ву
Deputy Clerk	John F. Koons, Chairman
WITNESSES:	AWAREDEE
Jan Mishall	By: Ericka Gonder
Witness Signature	Ericka Conder (brinted name)
Witness Signature	Ericka Gonder (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
By: anne Odelyant	By man Late
County Attorney	Houston L. Tate, Director
•	Office of Community Revitalization

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AGREEMENT BETWEEN PALM BEACH COUNTY AND IGLESIA BAUTISTA
INDEPENDIENTE EMANUEL, INC. FOR FUNDING OF THE
OVERJOYED LANDSCAPING PROJECT

THIS AGREEMENT is made and entered into on ______, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Iglesia Bautista Independiente Emanuel, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 65-1091366.

WITNESSETH:

WHEREAS, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 24, 2008 to February 28, 2008; and

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

WHEREAS, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing and installing plants, flowers & gardening materials to promote beautification and bring community cohesion to the neighborhood, hereinafter referred to as the "Overjoyed Landscaping Project"; and

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

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

WHEREAS, implementation of AWARDEE's Overjoyed Landscaping Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

- 2. County agrees to fund an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) to AWARDEE for reimbursement of costs related to the Overjoyed Landscaping Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".
- 3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed Two Thousand Two Hundred Dollars (\$2,200) for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Two Hundred Dollars (\$2,200) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.
- 4. County will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:
- a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and
- b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.
- 5. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- 6. AWARDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

- 7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.
- 10. Notwith standing any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.
- 11. AWARDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.
- 12. In the event AWARDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.
- 13. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.
- 14. AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.
 - 15. County reserves the right to withhold reimbursement if the Project is not

completed as specified in Exhibit "A".

- 16. It is understood and agreed that AWARDEE is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.
- 17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability unless granted in writing by County's Risk Management Department. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.
- 18. AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.
- 19. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.
- 20. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 21. The County and AWARDEE may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.
 - 22. This Agreement shall be governed by the laws of the State of Florida and any

and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

- 23. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.
- 24. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.
- 25. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Palm Beach County Office of Community Revitalization Houston L. Tate, OCR Manager 2300 North Jog Road West Palm Beach, Florida 33411

As to AWARDEE:

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

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

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the undersigned parties have signed this

Agreement on the date first above written.

R2008 1253 JUL 22 2008

ATTEST:

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

Comptroller

SHARON R. BOCK, CLERKS

Addie L. Greene, Chairperson

WITNESSES:

Vitness Signature

Witness Signature

IGLESIA BAUTISTA INDEPENDIENTE EMANUEL, INC.

Eli Cano, Director (Printed name)

Eli Cano, Director (Signature)

APPROVED AS TO FORM AND **LEGAL SUFFICIENCY**

By: anne Idel

County Attorney

APPROVED AS TO TERMS AND

CONDITIONS/

Houston L. Tate, Manager

Office of Community Revitalization

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Exhibit A

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

SCOPE OF WORK

Applicant Name:

Iglesia Bautista Independiente Emanuel, Inc.

Project Title: 1

Overjoyed Landscaping Project

Area Location:

Project will be located in Belle Glade, FL 33438

Project Description:

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

County funds requested:

\$ 2,200.00

Total Applicant's contribution:

\$ 2,200.00

Total Project Cost:

\$4,400.00



PALM BEACH COUNTY OFFICE OF COMMUNITY REVITALIZATION

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

REQUEST FOR PAYMENT FORM

Date	
Project Name	
Project Coordinator	
Address	
Reason for request	
Amount being requested \$	
Recipient of disbursed funds:	
Name	
Address	
Telephone #	
Attach original receipt(s) and/or invoice(s)	
Deliver / Mail to:	

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

of	Γhis Re	elease and Hold Harmless Agreement ("Agreement	t") is made this day ("Volunteer") for the
benefit (of Palm	Beach County, Florida, ("County").	(volunteer) for the
Grant (Grant Idiente	EAS, County has awarded a Residents Education () to allow the <u>Overjoyed Landscaping Project</u> pre <u>Emanuel, Inc.</u> to improve the neighborhood,	sented by Iglesia Bautista
agrees :	NOW, T as follo	HEREFORE, in order to fulfill the obligations unde ws:	er this Grant, the Volunteer
1	aga eve age	lunteer does hereby waive, release, relinquish, sat scharge the County, or any of its officers, agents, a ainst any and all actions, claims liabilities, losses, er had, now has, or may have against the Cour ents, and/or employees as a result of or in conr ligations of the Grant.	nd/or employees from and and demands that he/she
2	age liab cha tria per	lunteer shall protect, defend, reimburse, indemrents, officers and/or employees harmless from pility, expense, loss, cost, damages or causes of aracter, including, but not limited to, attorney's fell or appellate levels or otherwise, arising during formance of the terms of this Grant or due to the lunteer.	and against all claims, of action of every kind or ees and costs, whether at and as a result of his/her.
rree will.	. I turt	ead this Agreement fully and understand its conte her certify that I am eighteen (18) years of age on ninor participant.	ent and sign it of my own r older or the parent/legal
Name:_		Da	te:
Signatur	re:		
lf under	age 18		
Name of	f paren	t/legal guardian:	Date:
Signatur	e of na	rent/legal guardian:	

AGREEMENT BETWEEN PALM BEACH COUNTY AND ERICKA GONDER AN INDIVIDUAL REPRESENTING PARSON HEIGHT COMMUNITY GROUP FOR FUNDING OF THE SHARED VISION PROJECT

THIS AGREEMENT is made and entered into dri 2 2 2008 y and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Ericka Gonder an individual representing Parson Heights Community Group, hereinafter referred to as "AWARDEE".

WITNESSETH:

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

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

WHEREAS, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing supplies and materials, refreshments, printer ink, paper supplies and materials to both publish and distribute meeting reminders and minutes to launch a community organizing event and the development of a monthly neighborhood watch program to build collaborative community relationships among area residents, herein after referred to as the "Shared Vision Project"; and

WHEREAS, County has selected AWARDEE's Shared Vision Project to receive funding for implementation; and

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

WHEREAS, implementation of AWARDEE's Shared Vision Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

- 2. County agrees to fund an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to AWARDEE for reimbursement of costs related to the Shared Vision Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".
- 3. COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for expenses incurred by AWARDEE in accordance with the Project Budget. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered COUNTY Vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered COUNTY Vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the scope of work. These invoices must be approved in writing by the AWARDEE and/or registered COUNTY vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Five Hundred Dollars (\$2,500) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax Exemption Number in securing such materials.
- 4. County will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:
- a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and
- b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.
- 5. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
 - 6. AWARDEE shall be responsible for the operation and maintenance of the

Project, including all associated costs.

- 7. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.
- 8. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.
- 9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 7 above.
- 10. AWARDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.
- 11. In the event AWARDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.
- 12. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.
- 13. AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.
- 14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

- 15. It is understood and agreed that AWARDEE is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.
- 16. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.
- 17. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 18. The County and AWARDEE may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.
- 19. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.
- 20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.
- 21. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral,

relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the County:

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

As to AWARDEE:

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

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

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

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

R2008 1263 ATTEST: PALM BEACH COUNTY, FLORIDA, BY ITS SHARON R. BOCK, CLOCK &NTY BOARD OF COUNTY COMMISSIONERS Comptrolle Deputy Cle Addie L. Greene, Chairperson WITNE\$SES: **AWAREDEE** Ericka Gonder Witness Signature Ericka Gonder (printed name) Witness Signature Ericka Gonder (Signature) APPROVED AS TO FORM AND APPROVED AS TO TERMS AND **LEGAL SUFFICIENCY** CONDITIONS/ By: anne Idel By:

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

Houston L. Tate, Manager

Office of Community Revitalization

County Attorney



Exhibit A

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

SCOPE OF WORK

Applicant Name:

Ericka Gonder an individual representing Parson Heights Community Group

Project Title:

Shared Vision Project

Area Location:

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

Project Description:

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

County funds requested:

\$ 2500.00

Total Applicant's contribution:

\$ 2500.00

Total Project Cost:

\$ 5000.00



PALM BEACH COUNTY OFFICE OF COMMUNITY REVITALIZATION

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

REQUEST FOR PAYMENT FORM

Date	
Project Name	
Project Coordinator	
Address	
Reason for request	
Amount being requested \$	
Recipient of disbursed funds:	
Name	
Address	
Telephone #	
Attach original receipt(s) and/or invoice(s)	
Deliver / Mail to:	

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

This ofbenefit of P	Release and Hold Harmless Agreement ("Agreement") is made this day,, by ("Volunteer") for the Palm Beach County, Florida, ("County").
representin	EREAS, County has awarded a Residents Education To Action Program (REAP) int") to allow the <u>Shared Vision Project</u> presented by <u>Ericka Gonder an individual g Parson Heights Community Group</u> to improve the neighborhood, which blunteer assistance.
NOV agrees as f	V, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer ollows:
1.	Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
	Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.
nee will.	re read this Agreement fully and understand its content and sign it of my own further certify that I am eighteen (18) years of age or older or the parent/legal a minor participant.
Name:	Date:
If under age Name of pa	e 18: rent/legal guardian: Date:
Signature of	f parent/legal guardian:





RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: Iglesia Bautista Independiente Emanuel

PROJECT DESCRIPTION:

SIGNATURE OF REVIEWER

PRINT NAME

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

Approval Status:

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

Insurance Needed: Yes No

PALM BEACH COUNTY RISK MANAGEMENT DEPARTMENT

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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 cartificate does not confer rights to the certificate holder in lieu of such

DISCLAIMER

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

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

RISK MANAGEMENT INSURANCE VERIFICATION FORM

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

APPLICANT: <u>Ericka Gonder an individual representing Parson Heights</u>
<u>Community Group</u>

PROJECT DESCRIPTION:

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

County funds requested:	<u>\$ 2500.00</u>
Total Project Cost:	<u>\$ 5000.00</u>
APPROVAL STATUS:	
Risk Management agree/do n	not agree to waive the "insurance requirement" for
	presenting Parson Heights Community Group.
INSURANCE NEEDED: YES	No 🗗
COMMENTS:	
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	100 AUSTRALIAN AVE SUITE 401
PRINT NAME	6/3 WEST PALM BEACH, FL 33406
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To Whom It May Concern:

My name is Eli Cano, I am writing this letter in behalf of La Iglesia Bautista Independiente Emanuel. In June 2008, this organization received a grant in the amount of two thousand two hundred dollars for the Overjoyed Landscaping Project. The Overjoyed Landscaping Project is a community garden project presented by the Iglesia Bautista Independiente Emanuel Community Center. The purpose of this project is to provide floral landscaping and exterior painting to promote beautification and bring "community cohesion" to the neighborhood. The community garden will provide better aesthetic for the neighborhood and a sense of pride, scenery, and wealth for the community. The funding requested is to purchase plants, flowers & gardening materials.

The La Iglesia Bautista Independiente Emanuel would like to formally request a Project Extension on the contract agreement entered into on July 22, 2008 (R2008-1253) to complete an America's Next Top Neighborhood Award Grant through the Resident Education to Action Program (REAP). We apologize for the delay in responding to the deadline but due to the administrator of our organization being out of the country for a short time, we were unable to implement the project as required. We were also unable to install a gardening project during hurricane season. We hope that you grant our request.

Thank you for your attention in this matter, and if you have any questions please call me at 561-719-3030. or Nancy Cano 561 294-1857.

Sincerely

Eli Cano

Iglesia Bautista

Independiete

Emanuel :

1119 NW 12TH St

Belle Glade FL 33430

(561)-719 3030

(561) 294 1857



P

PARSON HEIGHTS BLOCK ASSOCIATION (PHBA) 1761 W 13th Street, Riviera Beach, FL 33404 "Shared Vision Project"

January 22, 2009

Dear LaToya Ricketts- Planner/ REAP Coordinator,

The Shared Vision Project is a community unification project presented by Ericka Gonder an individual representing Parson Heights Community Group to launch a community organizing event and the development of a monthly neighborhood watch program to build collaborative community relationships among area residents. The mission of this project is to build a sense of unity and demonstrate residents' pride in making their neighborhood an enjoyable and safer place to live through community involvement. We truly appreciate the funding granted by the Palm Beach County Office of Community Revitalization Resident Education to Action Program (REAP) to purchase refreshments, printer ink, paper supplies and materials to both publish and distribute meeting reminders and minutes, and organize community events.

The Parson Heights Association would like to formally request a Project Extension on the contract agreement entered into on July 22, 2008 (R2008-1263) to complete an America's Next Top Neighborhood Award Grant through the Resident Education to Action Program (REAP). This request is due to the inability to find a location to hold our monthly meeting; it has been very difficult to use the entire amount by the dead line January 23, 2009. At the present time, we are working with the Weed and Seed Advisory Board of Riviera Beach to obtain a building in our area to hold future neighborhood meetings for our community. We are committed to fulfilling our project for our residents of the Parson Heights community.

MISSION - Our community empowerment is the strategic formula that we which to achieve. With the support of a Block Association, residents achieve positive changes, which will improve the social fabric of the neighborhood. We will deliver this through neighborhood meetings with each other and public as well as elected officials. With our success in One Block and One Mind, we will inspire others to do the same.

For additional information regarding this project and other PHBA activities, please contact Sarita Fann PHBA President at (561) 512-8714, or myself at (561) 758-0592. Thank you for your assistance with this request.

Sincerely,

Ericka Gonder, Vice President

PARSON HEIGHTS BLOCK ASSOCIATION (PHBA)