



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>	20 <u>13</u>	20 <u>14</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

Reporting Category \_\_\_\_\_

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

\* There will be no additional fiscal impact other than the previously budgeted amount.

C. Departmental Fiscal Review: Pat D'Agostino

**III. REVIEW COMMENTS**

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

[Signature] 3/30/2010  
 OFMB  
 3/29/10  
 3/29/10

[Signature] 3/30/10  
 Contract Dev. and Control

**B. Legal Sufficiency:**

**This amendment complies with our review requirements.**

Anne Delant 3/31/10  
 Assistant County Attorney

**C. Other Department Review:**

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

**FIRST AMENDMENT  
TO THE AGREEMENT WITH COUNTRY CLUB ACRES ASSOCIATION, INC.  
FOR FUNDING OF THE COMMUNITY OUTREACH PROJECT**

**THIS FIRST AMENDMENT**, dated, \_\_\_\_\_ 2010, to the Agreement dated September 15, 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 the COUNTY and Country Club Acres Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

**WITNESSETH:**

**WHEREAS**, the parties have entered into that certain Agreement dated September 15, 2009 (R2009-1446), hereinafter referred to as the "CONTRACT" under which the AWARDEE received a Resident's Education to Action Program "REAP" grant in an amount not-to-exceed \$1,375 for the purchase of meeting signs and a bulletin board; and

**WHEREAS**, COUNTY and AWARDEE desire to amend the CONTRACT by adding office supplies, postage and printing services as an eligible project expense; and

**WHEREAS**, this amendment reflects the requested items originally proposed by AWARDEE in it's REAP grant application.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the AWARDEE agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
  
2. The third whereas clause to the CONTRACT is hereby deleted in its entirety and replaced by the following: "WHEREAS, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchase of meeting signs, a bulletin board, office supplies, postage and printing services, hereinafter referred to as the "Community Outreach Project"; and"
  
3. A revised Exhibit "A-1", as attached hereto and incorporated herein by reference shall replace the original Exhibit "A" attached to the CONTRACT.
  
4. All other provisions of said CONTRACT, dated September 15, 2009, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

5. This First Amendment shall not take effect until executed by the COUNTY and AWARDEE.

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

**ATTEST:**  
**SHARON R. BOCK,**  
**CLERK & COMPTROLLER**

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

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

By: \_\_\_\_\_  
Burt Aaronson, Chair

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

By: Anne DeFend  
Assistant County Attorney

By: Houston Tate  
Houston Tate, Director  
Office of Community Revitalization

**WITNESSES:**

[Signature]  
Witness Signature

**Country Club Acres Association, Inc.**

Ellen S. Leines  
Witness Signature

By: Kristin Gallo  
Kristin Gallo  
Kristin Gallo  
(Signature)



**EXHIBIT "A-1"**

**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:**

Country Club Acres Association, Inc.

**Project Title:**

Community Outreach Program

**Area Location:**

Project will be located in the median of the front entrance of Country Club Acres in Delray Beach.

**Project Description:**

This project entails the purchase of meeting signs, bulletin board, office supplies, postage and printing services for community outreach.

**County funds recommended:**

**\$ 1,375.00**



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	21,075	---	---	---	---
Operating Costs	---	---	---	---	---
External Revenues	---	---	---	---	---
Program Income (County)	---	---	---	---	---
In-Kind Match (County)	---	---	---	---	---
NET FISCAL IMPACT	21,075	---	---	---	---
# ADDITIONAL FTE POSITIONS (Cumulative)	---	---	---	---	---

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

Reporting Category

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** *BAC*  
 The projects will be funded by the Resident Education to Action Program (REAP). The Fiscal Impact will be a reduction of \$21,075.

Unobligated	\$54,955
Expenditure	-21,075
Balance	\$33,880

**C. Departmental Fiscal Review:** Brenda J. Conner

**III. REVIEW COMMENTS**

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

[Signature] 8/2/09  
 OFMB  
 8/2/09

[Signature] 9/19/09  
 Contract Dev. and Control  
 9/19/09

**B. Legal Sufficiency:**  
[Signature] 9/10/09  
 Assistant County Attorney

These contracts comply with our review requirements. The insurance certificate for Lake Worth West Resident Planning Group is being revised by OCR.

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND COUNTRY CLUB ACRES  
ASSOCIATION, INC. FOR THE COMMUNITY OUTREACH PROJECT**

R 2009-1446

THIS AGREEMENT is made and entered into ~~SEP 15 2009~~ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Country Club Acres Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, 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 17, 2009 to April 14, 2009; 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 meeting signs and a bulletin board for community outreach hereinafter referred to as the Community Outreach Project; and

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

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed One Thousand Three Hundred and Seventy Five Dollars (\$1,375.00) to help offset expenses toward AWARDEE's implementation of its Community Outreach Project; and

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





**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:**

Country Club Acres Association, Inc.

**Project Title:**

Community Outreach Program

**Area Location:**

Project will be located in the median of the front entrance of Country Club Acres in Delray Beach.

**Project Description:**

This project entails the purchase of meeting signs and a bulletin board for community outreach.

**County funds recommended:**

**\$ 1,375.00**

COUNTRY CLUB ACRES ASSOCIATION, INC. (COMMUNITY OUTREACH)  
America's Next Top Neighborhood Grant Application Budget Form

Material/Service Description	Quantity	Unit Cost	Sales Tax	Other Charges (if any)	TOTAL	Funding Sources			Grant Request (d)
						Applicant Match			
						Cash (a)	Donations (b)	Private Grants (c)	
Meeting Signs									
Sign Frames									
Office supplies & furniture									
Bulletin Board									
Printing Services									
Postage									
				0	0	0	0	0	0
<b>Volunteer Hours (number of volunteers X hours worked)</b>									
Grant Preparation /administrative work									
Spray Paint Cans									
place letters on sign									
Deliver Trash Cans									
Place order									
Pick /Deliver equipment									
				<b>TOTAL (e)</b>					
<b>Total Volunteer Hours in dollars (e)</b>									
<b>Total Applicant Match (a+b+c+e)</b>									
<b>Total Grant Request (d)</b>									
					<b>\$1,375.00</b>				
<b>Total Project Cost (a+b+c+d+e)</b>									



Exhibit B

**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION  
RESIDENT EDUCATION TO ACTION PROGRAM (REAP)  
REQUEST FOR PAYMENT FORM**

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Coordinator: \_\_\_\_\_

Address: \_\_\_\_\_

Reason for request: \_\_\_\_\_

Amount being requested: \$ \_\_\_\_\_

**Recipient of disbursed funds:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

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

**Deliver / Mail to:**

Chrystal Mathews, Senior Planner  
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.

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 Residents Education To Action Program (REAP) Grant ("Grant") to allow the \_\_\_\_\_ project presented by \_\_\_\_\_ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Signature of parent/legal guardian: \_\_\_\_\_

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

**RISK MANAGEMENT  
INSURANCE VERIFICATION FORM**

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

APPLICANT: Country Club Acres- Outreach Program

PROJECT DESCRIPTION:

This project entails the purchase of meeting signs and a bulletin board.


County funds requested:            \$ 1375.00

APPROVAL STATUS:

Risk Management ~~agree~~/do not agree to waive the "insurance requirement" for  
Country Club Acres, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES             No

COMMENTS: Attached COI is in compliance

  
SIGNATURE OF REVIEWER  
Richard Cohen  
PRINT NAME

mgr Beth De  
TITLE OF REVIEWER  
7/2/00  
DATE

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

CSR #  
COURT#

DATE (MM/DD/YYYY)  
05/29/09

PRODUCER  
GALLO INSURANCE SERVICES, INC.  
WEST QUANTUM PLAZA  
2455 QUANTUM BLVD.  
BOYNTON BEACH FL 33426  
Phone: 561-732-1100 Fax: 561-734-3669

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  
  
COUNTRY CLUB ACRES ASSN, INC.  
P. O. BOX 6624  
DELRAY BEACH FL 33482

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	AUTO-OWNERS INS. CO.	18988
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.

DESCRIPTION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	072382-72694841	04/21/09	04/21/10	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per occurrence) \$ 50,000
	OSWL AGGREGATE LIMIT APPLIES PER				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- ACT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
AUTOMOBILE LIABILITY	<input type="checkbox"/> ANY AUTO	By <i>[Signature]</i> APPROVED RISK MANAGEMENT DEPT.	DATE 7/2/09		COMBINED SINGLE LIMIT (So accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> NON-OWNED AUTOS					AUTO ONLY - EA ACCIDENT \$
GARAGE LIABILITY	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
EXCESS/UMBRELLA LIABILITY	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	DEDUCTIBLE \$				AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> RETENTION \$				\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED?				\$
OTHER	If yes, describe under SPECIAL PROVISIONS below				WC STATE-TOTAL LIMITS \$
					OTHER \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

**CERTIFICATE HOLDER**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
C/O OCR DIRECTOR  
OCR 2300 NO. JOE ROAD  
WEST PALM BEACH FL 33411

PALMED1

**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]*