

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 11, 2011 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Department: County Administration

Submitted By: County Administration

Submitted For: Office of Community Revitalization

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: Neighborhood Partnership Grant (NPG) funding agreements for Fiscal Year 2010-2011; **A)** Agreement with Paint Your Heart Out, Inc. in an amount not-to-exceed \$20,000 to purchase painting and home improvement supplies; **B)** Agreement with Rebuilding Together of the Palm Beaches, Inc. in an amount not-to-exceed \$20,000 to purchase building materials for repairs and to pay for pressure cleaning services prior to homes being painted; and **C)** Agreement with Gramercy Park Neighborhood Corporation, Inc. in an amount not-to-exceed \$14,500 to install landscaping and irrigation along the community's back wall to deter crime, purchase a community announcement sign and landscaping materials for maintenance of the community's neighborhood.

Summary: The three (3) NPG Program Projects were reviewed by the Neighborhood Partnership Grant Program Review Committee (NPG RC) on December 8, 2010, and are now being recommended for funding. The total amount of recommended funding for the three (3) NPG Program Projects is \$54,500. Funding from existing NPG accounts will be used to fund neighborhood improvement projects for FY 2010-2011. Countywide. (AH)

Background and Justification: The NPG Program was created by the Board of County Commissioners (BCC) to provide matching funds for neighborhood improvement projects. The NPG Program was developed as part of the Countywide Community Revitalization Team (CCRT) efforts to assist targeted communities. The NPG program is intended to provide an incentive for neighborhood groups and organizations to become active partners in community revitalization and to enhance the overall quality of life in the County's neighborhoods. The Office of Community Revitalization (OCR) advertised the NPG funds availability on February 19, 2010, providing an application deadline of June 18, 2010. Three (3) applications were received by OCR. The NPG RC made funding recommendations for all three (3) projects. The total amount of funding for all three (3) projects is an amount not to exceed \$54,500. The Agreements are now being submitted to the BCC for approval. Funding for the NPG program is available from previous NPG allocations. Applications can be viewed in the Office of Community Revitalization.

Attachments:

1. NPG Program Overview
2. 2010-2011 NPG Public Participation and Selection Review Process
3. 2010-2011 Neighborhood Partnership Grant Program Submitted Applications
4. Grant Contract Agreements

Recommended by: _____

OCR Director

12/14/10
Date

Approved by: _____

Deputy County Administrator

12/23/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	54,500	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	54,500	=====	=====	=====	=====
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes x No

Budget Account No.: Fund 3900 Dept 366 Unit X117 Object 8201
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds will be allocated from Neighborhood Partnership Grant Program. Upon completion the fiscal impact will result in a reduction of \$54,500 to the Neighborhood Partnership Grant Program Fund.

Neighborhood Partnership Grant Program	Acct# 3900-366-X117-8201	Unobligated \$123,071
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C. Departmental Fiscal Review: Pat D'Agostino

III. REVIEW COMMENTS

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

<p><u>ALJ 12/15/2010</u> OFMB <u>12/15/2010</u></p>	<p><u>Dr. J. J. J. 12/20/10</u> Contract Dev. and Control <u>12-15-10</u></p>
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B. Legal Sufficiency:

Anne D'Agostino 12/22/10
Assistant County Attorney

These contracts comply with our review requirements.

C. Other Department Review:

Department Director

**Palm Beach County
Neighborhood Partnership Grant Program FY 2010-2011**

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 \$100,000 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.

2010-2011 PUBLIC PARTICIPATION AND SELECTION REVIEW PROCESS

As part of the public participation process for the Neighborhood Partnership Grant Program for FY 2010-2011, the following was undertaken:

1. On February 19, 2010, a press release was issued to advertise the Neighborhood Partnership Grant (NPG) Program and funding availability for FY 2010-2011. 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. Two (2) Pre-Application Workshops were held on March 17th and 18th 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 community groups in preparation of their applications. Staff was also available to participate in any public meetings held by the community groups.
5. On November 28, 2010, notification of the December 8, 2010 Application Review Committee Recommendation Meeting were distributed to all applicants.
6. All applicable supporting documents including updated insurance, agreements and budgets were compiled, signed and approved.
7. Grantees will attend an orientation meeting to go over billing, project changes, budget revisions, and program requirements on February 2, 2010.

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 -1 pts

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.

**2010/2011 NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM
SUBMITTED APPLICATIONS**

ATTACHMENT "3"

Project #	District	Group Name	Contact Person	Project Type	Estimated Grant Request	Applicant Match	Total Project Cost	REVIEW COMMITTEE RECOMMENDATION	RECOMMENDATION
1	All	Paint Your Heart Out Palm Beach County, Inc.	Joanna Aiken	Purchase of painting and home improvement supplies to make repairs to homes.	\$20,000.00	#####	\$40,000.00	Project recommended for funding; No conditions	\$20,000.00
2	All	Rebuilding Together of the Palm Beaches	Joanna Aiken	Purchase of building material for repairs and to pay for pressure cleaning services prior to homes being painted. (CCRT Area Homes)	\$20,000.00	#####	\$40,000.00	Project recommended for funding; No conditions	\$20,000.00
3	7	Demetrius Jacques (Gramercy Park)	Demetrius Jacques	Beautification of three corner homes with landscaping and irrigation located along the main entrance of the community. Purchase of a pressure washer and installation of solar lighting in front of existing monument sign. Installation of landscaping to a 500ft wall bordering community along with motion lights to adjacent homes to deter crime. Purchase of a dry erase announcement board and logo items for community events.	\$16,505.00	#####	\$33,330.00	Project is recommended for partial funding contingent on budget revisions to fund installation of landscaping and irrigation to community's back wall to deter crime and purchase a community announcement sign. The purchase of landscaping materials for maintenance is contingent upon the applicatnt securing storage space approved by OCR staff.	\$14,500.00
Total Grant Request					\$56,505.00	#####	\$113,330.00		\$54,500.00
				Amount Allocated to Program	\$100,000.00				\$100,000.00
				Balance	\$43,495.00				\$45,500.00

**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 _____ 20_____, 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.

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 purchase painting and home improvement supplies to make repairs to homes (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$20,000.00 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 18, 2010, 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 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 \$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. 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 January 11, 2011. 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. 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. AWARDEE 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, AWARDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

12. 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.

13. 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. 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.

14. 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. 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.

15. 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 to, OCR Director, Palm Beach County Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

16. 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.

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

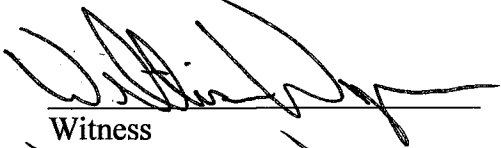
If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

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.

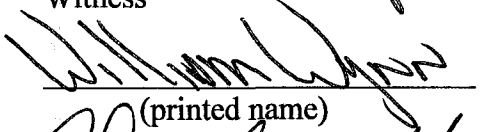
24. Palm Beach County has established the Office of Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AWARDDEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor

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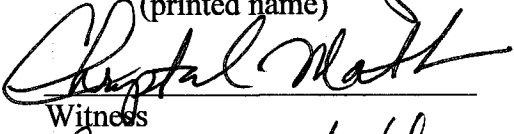
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.



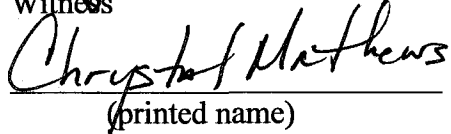
Witness



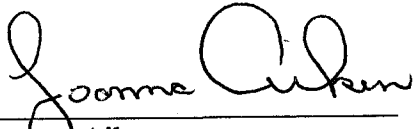
(printed name)



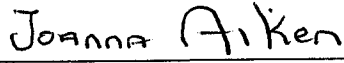
Witness



(printed name)

By: 

Joanna Aiken



(printed name)

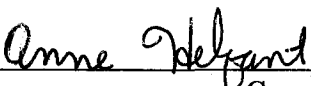
ATTEST:

SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency

By: 

County Attorney

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Karen T. Marcus, Chair

Approved as to terms and conditions

By: 

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, Inc

Project Title:

Paint Your Heart Out Palm Beach County, Inc.

Area Location:

Project will be located in various CCRT Communities.

Project Description:

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

Project Items to be purchased:

Paint Supplies
Paint
Pressure Cleaner
Ladders
Hoses

County funds recommended:	\$ 20,000.00
Applicant Matching funds:	\$ 20,000.00

**PAINT YOUR HEART OUT PALM BEACH COUNTY
NEIGHBORHOOD PARTNERSHIP GRANT APPLICATION BUDGET FORM**

EXHIBIT B

Paint									\$20,000.00
Hoses									
Ladders									
Painting Supplies									
Pressure Cleaner									
Misc.									
Volunteer Hours (number of volunteers X hours worked)									
					TOTAL (e)				
Total Volunteer Hours in dollars (e)									
Total Applicant Match (a+b+c+e)					\$20,000.00				
Total Grant Request (d)					\$20,000.00				

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: _____

**2010
Palm Beach County
Neighborhood Partnership Grant Program (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'T YOUR HEART OUT PALM BEACH COUNTY, INC.

PROJECT DESCRIPTION:

Purchase of painting and home improvement supplies to make repairs to homes.

County funds requested: \$ 10,000.00

Total Project Cost: \$ 67,505.00

APPROVAL STATUS:

Risk Management ~~agree~~/do not agree to waive the "insurance requirement" for PAIN'T YOUR HEART OUT PALM BEACH COUNTY, INC.. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☒ No ☐

COMMENTS: OK WITH COI SENT FROM PAIN'T YOUR HEART
OUT PALM BEACH COUNTY, INC.


SIGNATURE OF REVIEWER

SCOTT MARTINEZ
PRINT NAME

MARTINEZ
TITLE OF REVIEWER

11/8/10
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Weekes & Callaway 3945 West Atlantic Avenue Delray Beach FL 33445-3902	CONTACT NAME: Jennifer Thompson/Loretta Oates PHONE (A/C No. Ext): (561) 278-0448 FAX (A/C No.): (561) 278-2391 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00002531
INSURED Paint Your Heart Out Palm Beach County C/O Goldberg, Jacobs & Co. 2161 Palm Bch Lakes Blvd #450 West Palm Beach FL 33409	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale 41297 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL10102500547 REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPS1292072	10/14/2010	10/14/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE \$
	DEDUCTIBLE						AGGREGATE \$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as additional insured for general liability only, as required by contract

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Comm.
Office of Community Revitalization
c/o OCR Director
2300 N Jog Road
West Palm Beach, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Grillo/LO

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

Dec 14, 2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
REBUILDING TOGETHER OF THE PALM BEACHES, INC.
FOR THE NEIGHBORHOOD PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 20_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Rebuilding Together of the Palm Beaches, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 65-0691732.

W I T N E S S E T H:

WHEREAS, 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 building material for repairs and to pay for pressure cleaning services prior to homes being painted (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$20,000.00 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 18, 2010, 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 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.

Attachment # 4b

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. 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 January 11, 2011. 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
Rebuilding Together of the Palm Beaches, Inc.
7501 N. Jog Road
West Palm Beach, FL 33412

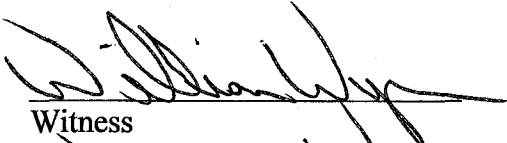
If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

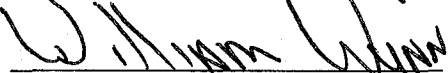
23. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY.

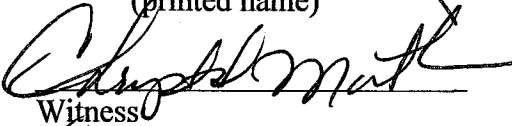
24. Palm Beach County has established the Office of Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AWARDDEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor

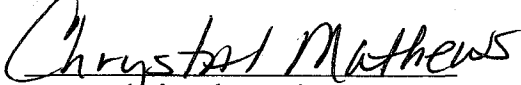
[the remainder of this page left blank intentionally]

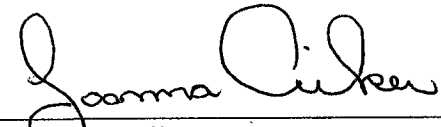
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

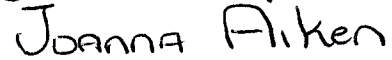

Witness


(printed name)


Witness


(printed name)

By: 
Joanna Aiken


(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

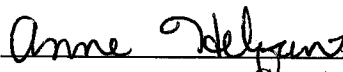
By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: 
County Attorney

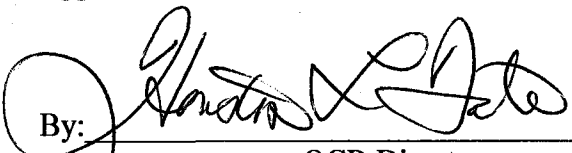
By: 
OCR Director



Exhibit A

Palm Beach County Office of Community Revitalization Neighborhood Partnership Grant Program (NPG)

SCOPE OF WORK

Applicant Name:

Rebuilding Together of the Palm Beaches, Inc.

Project Title:

Rebuilding Together of the Palm Beaches

Area Location:

Project will be located in designated CCRT areas of unincorporated Palm Beach County.

Project Description:

Purchase of building materials for repairs to homes and purchase of professional pressure cleaning services.

Project Items to be purchased:

Nails & Screws
Hammers
Screens & Screening materials
Doors and door accessories
Windows
Casing and Casing materials
Plywood
Pressure treated wood
Drywall & drywall materials
Cement & cementing materials
Vent & venting materials

County funds recommended:	\$ 20,000.00
Applicant Match:	\$ 20,000.00

REBUILDING TOGETHER OF THE PALM BEACHES, INC
NEIGHBORHOOD PARTNERSHIP GRANT APPLICATION BUDGET FORM

EXHIBIT B

Nails & Screws									\$20,000
Hammers									
Screens & Screening materials									
Doors and door accessories									
Windows									
Casing and Casing Materials									
Plywood									
Pressure Treated Wood									
Drywall & Drywall materials									
Cement & cementing materials									
Vent & Venting materials									
Volunteer Hours (number of volunteers X hours worked)									
					TOTAL (e)				
Total Volunteer Hours in dollars (e)									
Total Applicant Match (a+b+c+e)					\$20,000				
Total Grant Request (d)					\$20,000				

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: _____

**2010
Palm Beach County
Neighborhood Partnership Grant Program (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: REBUILDING TOGETHER OF THE PALM BEACHES, INC.

PROJECT DESCRIPTION:

Purchase of building materials for repairs to homes, and the purchase of professional pressure cleaning services.

County funds requested: \$ 20,000.00


Total Project Cost: \$ 42,911.00

APPROVAL STATUS:

Risk Management ~~agree~~ do not agree to waive the "insurance requirement" for
REBUILDING TOGETHER OF THE PALM BEACHES, INC. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☒ No ☐

COMMENTS: OK WITH COI SENT FROM REBUILDING TOGETHER
OF THE PALM BEACHES.


SIGNATURE OF REVIEWER

SCOTT MARTINEZ
PRINT NAME

MANAGER
TITLE OF REVIEWER

11/8/10
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2010PRODUCER
Aon Risk Services, Inc. of Washington, D.C./ Hunti
1120 20th Street NW
Washington DC 20036 USATHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE-(866) 283-7122

FAX-(847) 953-5390

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

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

INSURER A: Westchester Surplus Lines Ins Co

10172

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Holder Identifier :

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.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	G24064116002	03/15/2010	03/15/2011	BACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$150,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
		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 AUTO ONLY : EA ACC	
						AGG	
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	G21980201005	03/15/2010	03/15/2011	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE) If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS	OTH- ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		OTHER					

Certificate No : 570039664293

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

Evidence of Liability Insurance
Palm Beach County Board of County Commissioners is included as additional insured with respect to general
liability where required by written contract. A waiver of subrogation is granted in favor of Additional Insured

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board
of County Commissioners
Attn: Office of Community Revitalization
2300 Jog Road
West Palm Beach FL 33407 USASHOULD 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

Aon Risk Services Inc. of Washington, D.C./ Hunti

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Jeanne E. Eichen

Date ▶ Dec 14, 2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
GRAMERCY PARK NEIGHBORHOOD CORPORATION, INC. FOR THE NEIGHBORHOOD
PARTNERSHIP GRANT PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____ 20_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Gramercy Park Neighborhood Corporation, 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 30-0492057.

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 irrigation along a 500ft wall bordering the community to deter crime, purchase a community announcement sign and landscaping materials such as; shovels, edger, shears, weed wacker, wheelbarrow, lawn mowers, brooms, rakes, ladders and fertilizer for maintenance (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$14,500.00 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 18, 2010, 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 Five Hundred Dollars (\$14,500.00) 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.

Attachment # 4c

3. COUNTY agrees to provide an amount not to exceed \$14,500.00 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 January 11, 2011. 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, familial status, 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.

c. AWARDDEE must store the shovels, edger, shears, weed wacker, wheelbarrow, lawn mowers, brooms, ladders and rakes ("Equipment") in a secure location which must be approved by OCR staff. Failure by AWARDDEE to store the Equipment in the secured location approved by OCR staff, when not in use by AWARDDEE, shall result in a breach of this Agreement by AWARDDEE and AWARDDEE shall be required to reimburse COUNTY for the Equipment that is not properly stored.

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: Anthony Jacques
Gramercy Park Neighborhood Corporation, Inc.
5941 Bahama Ct
West Palm Beach, FL 33407

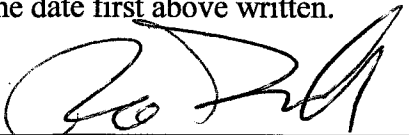
If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

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.

24. Palm Beach County has established the Office of Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AWARDDEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

[the remainder of this page left blank intentionally]

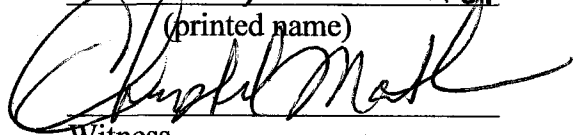
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.



Witness

Audrey Reid

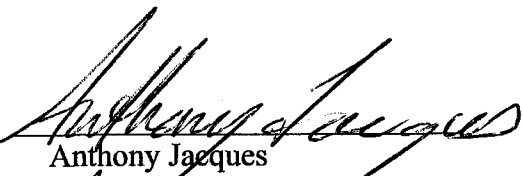
(printed name)



Witness

Crystal Matthews

(printed name)

By: 

Anthony Jacques

Anthony Jacques

(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

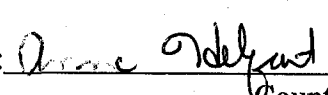
By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: 

County Attorney

By: 

OCR Director

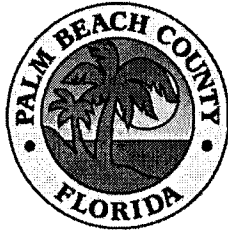


Exhibit A

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

SCOPE OF WORK

Applicant Name:

Gramercy Park Neighborhood Corporation, Inc.

Project Title:

Gramercy Park Beautification and Community Outreach Project

Area Location:

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

Project Description:

This project will install landscaping and irrigation along a 500ft wall bordering the community to deter crime, purchase a community announcement sign and landscaping materials for maintenance.

Project Items to be purchased:

Landscape installation

Irrigation installation

Landscaping materials (shovels, edger, shears, weed wacker,
wheelbarrow, lawn mowers, brooms, rakes, fertilizer and ladders)

Announcement sign

County funds recommended: \$ 14,500.00

Applicant Match: \$ 14,500.00

GRAMERCY PARK, INC
NEIGHBORHOOD PARTNERSHIP GRANT APPLICATION BUDGET FORM

EXHIBIT "B"

Landscaping installation									\$14,500.00
Irrigation installation									
Landscaping materials (shovels,edger, shears, weed wacker, wheelbarrow, lawn mowers,brooms, rakes, ladders, fertilizer)									
Announcement Sign									
Insurance									
Volunteer Hours (number of volunteers X hours worked)									
					TOTAL (e)				
Total Volunteer Hours in dollars (e)									
Total Applicant Match (a+b+c+e)					\$14,500.00				
Total Grant Request (d)					\$14,500.00				

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: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID JL
GRAM-1

DATE (MM/DD/YYYY)

11/18/10

PRODUCER MDW Insurance Group Inc 362 Minorca Ave Coral Gables FL 33134 Phone: 305-444-2324 Fax: 305-444-4980	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 Gramercy Park Neighborhood Corporation 5941 Bahama Ct West Palm Beach FL 33407	<table><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Travelers</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Travelers		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Travelers													
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.

INSURANCE	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TBA	11/17/10	11/17/11	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																	
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PERSONAL & ADV INJURY	\$ 1,000,000																	
GENERAL AGGREGATE	\$ 2,000,000																	
PRODUCTS - COMP/OP AGG	\$ 2,000,000																	
		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				<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr><tr><td>AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$						
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 \$				<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$		
EACH OCCURRENCE	\$																	
AGGREGATE	\$																	
	\$																	
	\$																	
	\$																	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				<table><tr><td>WC STATUTORY LIMITS</td><td>OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
WC STATUTORY LIMITS	OTHER																	
E.L. EACH ACCIDENT	\$																	
E.L. DISEASE - EA EMPLOYEE	\$																	
E.L. DISEASE - POLICY LIMIT	\$																	
		OTHER																

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

Certificate holder is an Additional Insured with respect to the General Liability.

CERTIFICATE HOLDER

PALMBEA Palm Beach County Board Of County Commissioners c/o OCR Director OCR 2300 N Jog Road West Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2009/01)

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**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,