

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 2012

[X] 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: **A)** Interlocal Agreement with the School Board of Palm Beach County, Florida for community use of a walking trail at Berkshire Elementary School; and **B)** Neighborhood Partnership Grant (NPG) funding agreement, with the School Board of Palm Beach County, Florida in an amount not-to-exceed \$20,000 to construct and install a walking trail for community use at Berkshire Elementary School.

Summary: The Interlocal Agreement provides for the School Board to construct, install and maintain a walking trail at Berkshire Elementary School. The County, through its Parks and Recreation Department will assist the School Board with the design of the walking trail. The School Board will open the walking trail to the public for community use and to the County for County activities and programs. The NPG Funding Agreement provides the School Board with a Neighborhood Partnership Grant in an amount not to exceed \$20,000 to assist with the construction and installation of the walking trail. Funding from existing Countywide Community Revitalization Team (CCRT) NPG accounts will be used to fund this project. District 2. (AH)

Background and Justification: The School Board approved the Interlocal Agreement on July 18, 2012 for a walking trail to be installed at Berkshire Elementary School, located in the Pine Air East CCRT neighborhood. The Interlocal Agreement provides for the School Board to construct, install and maintain the walking trail, and keep the walking trail open to the public for community use and use by the County for County activities and programs. The County will assist the School Board with designing the walking trail.

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 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 28, 2011, providing an application deadline of June 24, 2011. Nine (9) applications were received by OCR. The NPG Review Committee made funding recommendations for six (6) projects. The total amount of funding for the recommended six (6) projects was an amount not to exceed \$86,000. Funding for this project is available from NPG accounts. The NPG funding agreement with the School Board is for an amount not to exceed \$20,000 which will go towards the construction and installation of the walking trail. The School Board approved the NPG funding agreement on July 18, 2012 and is now being presented to the BCC for approval.

Attachments:

1. Interlocal Agreement with the School Board of Palm Beach County, Florida
2. NPG funding Agreement with the School Board of Palm Beach County

Recommended by:

OCR Director

8/22/2012

Date

Approved by:

Deputy County Administrator

10/11/2012

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures		—	—	—	—
Operating Costs	\$ 20,000	—	—	—	—
External Revenues	—	—	—	—	—
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
NET FISCAL IMPACT	\$ 20,000	—	—	—	—
# ADDITIONAL FTE					
POSITIONS (Cumulative)	—	—	—	—	—

Is Item Included In Proposed Budget? Yes ☒ No ☐

Budget Account No.: Fund 3900 Dept 366 Unit X006 Object 9909
Reporting Category

B. **Recommended Sources of Funds/Summary of Fiscal Impact:** Upon completion of projects the fiscal impact will result in an estimated reduction of \$20,000 to this fund. Any remaining or unused project funds will be transferred back to CCRT Recouped Funding account.

C. Departmental Fiscal Review: Pete DeGastino

III. REVIEW COMMENTS

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

[Signature] OFMB 9/15/12
[Signature] Contract Dev. and Control 9/13/12

B. Legal Sufficiency:

Anne Delgent 9/17/12
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

**INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY, FLORIDA AND
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
FOR COMMUNITY USE OF THE WALKING TRAIL AT
BERKSHIRE ELEMENTARY SCHOOL**

This Interlocal Agreement is made this _____ day of _____, 20____, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY") and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida (hereinafter referred to as "BOARD"). Each referred to collectively as the "parties".

WITNESSETH:

WHEREAS, BOARD owns property at Berkshire Elementary School as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, and desires to construct a walking trail on the property (hereinafter referred to as the "Trail"); and

WHEREAS, the Trail is located in Palm Beach County; and

WHEREAS, the BOARD desires to open the Trail to the general public in accordance with this Agreement in exchange for County assisting BOARD with the design of the Trail; and

WHEREAS, COUNTY desires to assist the BOARD with the design of the Trail; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise and power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, it is in the parties best interests to enter into this Agreement, recognizing the benefits derived by mutually utilizing existing facilities and thereby minimizing duplication of facilities; and

WHEREAS, entering into this Agreement serves a public purpose.

NOW, THEREFORE, for and in consideration of the commitments of and benefits to each party hereto, the parties do mutually agree to the following:

1 Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2 Purpose.

The purpose of this Agreement is to enable the general public to utilize the Trail during non-school hours. The Trail is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference..

3 Responsibilities of the Parties.

A. Within 90 days of the Effective Date of this Interlocal Agreement, the BOARD will deliver to the COUNTY property and topographic surveys of the project site and as-built plans for grading, drainage, underground utilities, irrigation, fencing and other improvements pertaining to the design of the trail. Within 180 days of receipt of said surveys and as-builts, the COUNTY Parks and Recreation Department shall design and provide for review and approval of the BOARD, plans and specifications for the Trail (i.e., design Trail to maximize usable grass space in the center and existing shade along perimeter of property, including aesthetically pleasing mock-ups of the project and aerial site plan) and to utilize COUNTY staff expertise to develop a repair and renovation schedule; all at its sole cost and expense for long-term sustainability of the site. In addition, the COUNTY will serve as a co-applicant on future grants to secure long-term repair and renovation of the Trail.

B. The Palm Beach County Office of Community Revitalization shall partially fund the construction and installation of the Trail by awarding a Neighborhood Partnership Grant to the BOARD in the amount of

\$20,000. Disbursement of Neighborhood Partnership Grant funds is conditioned upon approval of this Interlocal Agreement..

- C. The School Board's Healthy Kids, Healthy Communities project will partially fund the installation of the Trail by awarding a grant in the amount of \$10,000 from funds the BOARD was previously awarded by the Quantum Foundation. The BOARD's funds shall be used for the installation of security fencing to separate the main school grounds, basketball courts, and playgrounds from the proposed Trail and adjacent field.
- D. The BOARD shall construct and install the Trail in accordance with the plans and specifications prepared by the COUNTY and approved by the BOARD.
- E. For purposes of this Agreement, the BOARD's Chief of Support Operations (hereinafter "CSO") shall be authorized to approve or disapprove the plans and specifications for the Trail without further approval of the BOARD.
- G. The Principal shall be responsible for ensuring that the Trail has been vacated and that the exterior gates are locked each night when the Trail closes, including weekends, holidays and when used by the COUNTY.

4 Use of Facilities by the Parties.

- A. The Trail and adjacent field, which are described in more detail in Exhibits "A" and "B", shall be available to the general public, when not

otherwise in use by the BOARD, beginning at 8:00 a.m. until sunset during weekends and holidays throughout the year, according to the Priority of Use set forth herein as follows:

- i. BOARD activities, programs;
- ii. COUNTY activities and programs pursuant to the Interlocal Agreement entered into by the Board and Palm Beach County dated December 2, 2008;
- iii. School facility use agreements; and
- iv. General public.

Note that the Trail will be only open for Berkshire Elementary School use during school operating hours.

5 Indemnification.

Without waiving the right to sovereign immunity and as provided by §768.28 *Florida Statutes*, both the BOARD and the COUNTY acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Florida State Legislature. In the event that either the BOARD or the COUNTY maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under §768.28 *Florida Statutes*, that party shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage, or such amount which is equal to the per occurrence

waiver as amended by the Florida State Legislature. Both the BOARD and the COUNTY shall maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, both the BOARD and the COUNTY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the BOARD and the COUNTY agree to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve either the BOARD or the COUNTY of its liability and obligations under this Agreement.

6 License.

Notwithstanding any provision of this Agreement to the contrary, the use of the Trail by the COUNTY shall only amount to a license to use the Trail on a non-exclusive basis. The parties agree that nothing in this Agreement shall be construed as granting the COUNTY any title, interest or estate in the Trail. The COUNTY does not have the authority to lease, sublease or permit use of the Trail to any other party. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by the COUNTY without the prior written consent of the BOARD.

7 No Agency Relationship.

A. Neither party is an agent or servant of the other. No person employed by any party to this Agreement, shall in connection with the

performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

- B. All modifications made by the COUNTY to the Trail shall become the property of the BOARD upon termination of this Agreement by either party.
- C. Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
- D. Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.
- E. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.
- F. All COUNTY employees and contractual personnel (venders, individuals, or entities) under contract with the COUNTY who are permitted access to the Trail when students are present, who have direct contact with students or who have access to or control of school

funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32; Florida Statutes. The COUNTY shall ensure that all COUNTY employees and contractual personnel undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all employees and contractual personnel who meet any of the above conditions submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the COUNTY or the contractual personnel. No COUNTY employee or contractual personnel shall be permitted access to the Trail when students are present, to have direct contact with students or to have access to or control of school funds until he or she receives notice of clearance by the BOARD. Neither the BOARD, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any COUNTY employee or contractual personnel (or discontinuation of the COUNTY employee's or contractual personnel's services) on the basis of these compliance obligations. The COUNTY agrees that no COUNTY employee or contractual personnel who meets the above conditions and who has been convicted of or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the Trail when students are present, who have direct contact with students or who have access to or control of school funds.

8 Acceptance of Facilities.

The BOARD shall not be required to make any improvements or repairs to the Trail facilities following installation as a condition of use of the facilities

by the general public. However, the BOARD shall be solely responsible for maintaining the Trail. The COUNTY shall use the Trail in its "As Is", "Where Is" condition. The COUNTY acknowledges and agrees that the BOARD has not made any warranties or representations to the COUNTY regarding the Trail, including, but not limited to, any representations or warranties regarding the suitability of the Trail for use by general public as recreational space. The COUNTY may make modifications, renovations, alterations or additions (hereinafter referred to as "Modifications") to the Trail subject to the prior written approval of the BOARD's CSO, or the individual in the equivalent position in the event that the Chief of Support Operations position no longer exists. Any Modifications shall be coordinated with the CSO providing a minimum of thirty (30) days prior written notice. The COUNTY shall ensure that the Trail is safe and secured at all times that work is being performed by COUNTY and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the BOARD.

9 Equal Opportunity Provision.

The BOARD and COUNTY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation, gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. The COUNTY and BOARD will ensure that all contracts let for the maintenance and

improvement of the Trail pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

10 Waiver.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing of future waiver.

11 Waiver of Jury Trial.

Each of the parties hereto hereby knowingly, voluntarily, and intentionally waives the right either of them may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement.

12 Amendment.

This Interlocal Agreement may be amended or modified only by written addendum or amendment signed by the parties and authorized by their respective elected officials.

13 Default.

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice to cure the default before exercising any of its rights. The party not in default shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

14 Termination.

- A. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.
- B. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

15 Notice.

All notices required to be given under this Agreement shall be addressed to:

COUNTY

Director of Parks and Recreation
Palm Beach County Department of Parks and Recreation
2700 Sixth Avenue South
Lake Worth, Florida 33461

BOARD

Director of Planning and Real Estate Department
3300 Forest Hill Blvd., C-102
West Palm Beach, FL 33406

With Copy to:

General Counsel
P.O. Box 19239
West Palm Beach, FL 33416

16 Governing Law and Venue.

- A. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and

shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- B. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- C. In the event an issue arises which cannot be resolved between the BOARD's Principal and the COUNTY's Director of Recreation Services regarding the matters set forth in this Agreement, the dispute shall be referred to the BOARD's CSO and the COUNTY's Director of Parks and Recreation Department who shall both make a good-faith effort to resolve the dispute.

17 Authority, Entirety and Structure of Agreement.

- A. By entering into this Interlocal Agreement, the BOARD and COUNTY represent that each has full right and lawful authority to enter into and perform this Agreement.
- B. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
- C. This Agreement, including attachments hereto and referenced herein, constitutes the entire agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

D. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

E. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

F. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

18 Effective Date/Term of Agreement.

This Agreement shall be in effect for five (5) years after approval by the BOARD and the COUNTY. The effective date of this Agreement shall be the date of full execution by both parties.

19 Exhibits.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

20 Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida by the BOARD.

21. Inspector General.

COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit,

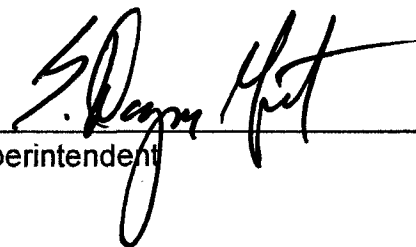
investigate, monitor and inspect the activities of the BOARD, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

SCHOOL BOARD
OF PALM BEACH COUNTY, FLORIDA

By: 
Chairman

ATTEST:

By: 
Superintendent

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  6/8/12
School Board Attorney


PALM BEACH COUNTY,
FLORIDA

By: _____
Chair, Board of County Commissioners

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

Approved as to terms and conditions

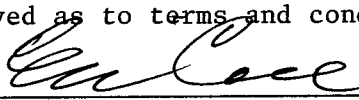
By: 
Eric Call, Director, Parks and
Recreation Dept.

Exhibit A: Berkshire Elementary School and Walking Trail

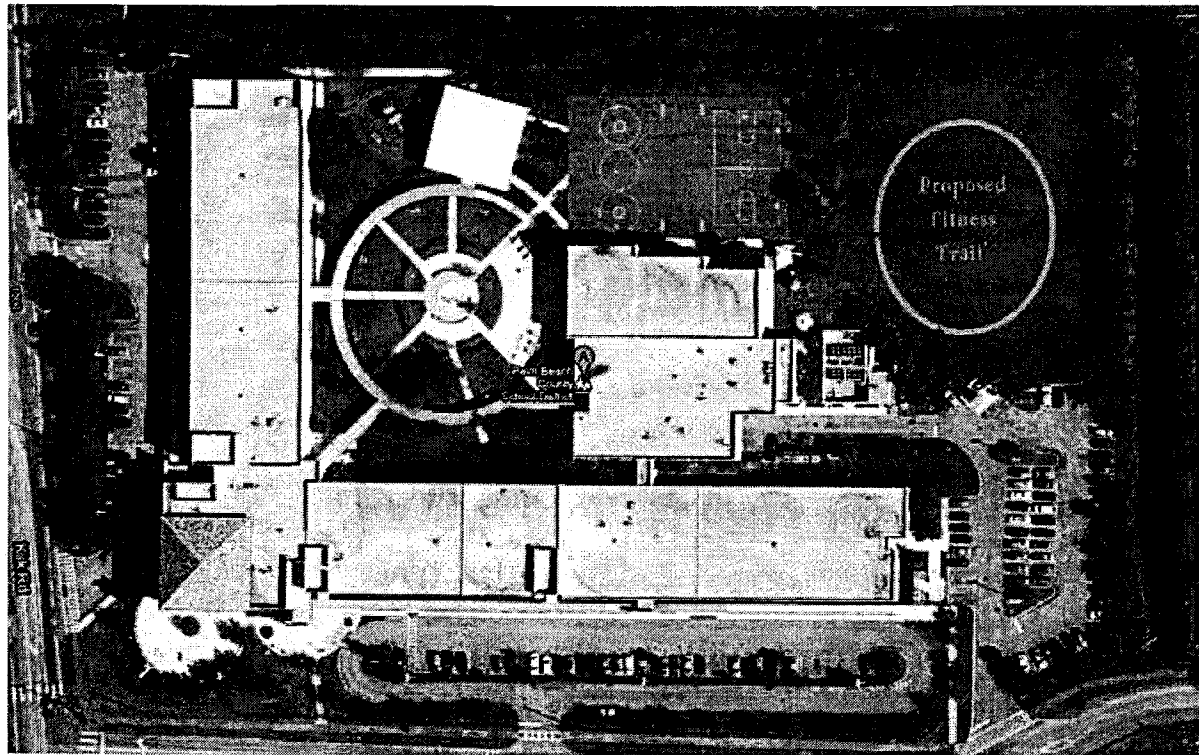


Exhibit B: Description of the Trail

The trail's length will be 830 linear feet and its cross-section will be one-inch asphalt (Type S-3), six-inch lime rock (LBR 100), and six-inch stabilized base (LBR 40 or FBV 75 psi). It will be installed on the northeast corner of Berkshire Elementary School's property—an open field adjacent to its blacktop with basketball courts, other play area and open field.

Average Distance from Elementary School to closest three Parks

School	Clifford O. Taylor/ Kirklane Elementary	Liberty Park Elementary	Meadow Park Elementary	Pine Jog Elementary	Forest Hill Elementary	Berkshire Elementary
Miles	1.0	1.0	1.3	1.3	1.4	2.0
Parks	Veterans Memorial Park, Greenacres, FL	Burrowing Owl Park, Greenacres, FL	Dreher Park, West Palm Beach, FL	Veterans Memorial Park, Greenacres, FL	Veterans Memorial Park, Greenacres, FL	Lake Lytal Park, West Palm Beach, FL
	Village of Palm Springs North, Palm Springs, FL	Greenacres Community Park, Greenacres, FL	Town Hall Park, Lake Clark Shores, FL	Okeeheelee Park, West Palm Beach, FL	Burrowing Owl Park, Greenacres, FL	Dreher Park, West Palm Beach, FL
	Village of Palm Springs South, Palm Springs, FL	Greenacres Leisure Services, Greenacres, FL	Pine Tree Park, Lake Clarke Shores, FL	Pine Jog Environmental Center, West Palm Beach, FL	Okeeheelee Park, West Palm Beach, FL	Town Hall Park, Lake Clark Shores, FL

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
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 School Board of Palm Beach County, Florida, hereinafter referred to as "AWARDEE".

WITNESSETH:

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

WHEREAS, AWARDEE has proposed a Project to purchase and install a walking trail for community use located at Berkshire Elementary School (hereinafter referred to as the "Project"); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed \$20,000.00 (hereinafter referred to as the "Grant") 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, which is attached hereto and incorporated herein by reference as Exhibit "A", as proposed by the AWARDEE and detailed in AWARDEE's proposal dated June 24, 2011, 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. 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 AWARDDEE's use. Title to any materials or equipment procured by COUNTY will be transferred to AWARDDEE upon delivery to AWARDDEE or upon installation in the Project. COUNTY may also reimburse AWARDDEE for costs AWARDDEE incurs in accordance with the Project Budget, upon receipt by COUNTY of a request for reimbursement supported by paid receipts, invoices, including AWARDDEE's Federal Employer Identification Number or other documentation required by COUNTY. AWARDDEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

a. AWARDDEE shall provide \$20,000.00 in matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDDEE must fully document each element of AWARDDEE's matching contributions so that COUNTY can verify that matching contributions have been provided. AWARDDEE acknowledges that its failure to document the AWARDDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY. AWARDDEE may use actual and projected project maintenance volunteer hours for up to two years after the term of the Agreement to satisfy AWARDDEE's match requirements.

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

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

d. The Project will be initiated by AWARDDEE on June 5, 2012. Only those costs incurred by AWARDDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

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

f. AWARDDEE shall not receive any other COUNTY funding for the Project. In the event other COUNTY funding is received by AWARDDEE for the Project, County may terminate this Agreement and AWARDDEE shall be required to reimburse COUNTY all funds it received under this Agreement.

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

5. AWARDDEE warrants that the Project shall be open to the general public, during reasonable hours when it is not otherwise in use by AWARDDEE for AWARDDEE's programs and activities, for the life of the Project, on a non-discriminatory basis regardless of residency, race, color, religion, sexual orientation, disability, sex, age, national origin, familial status, ancestry, marital status, gender identity or expression. This provision shall survive early termination or expiration of this Agreement.

6. AWARDDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements. AWARDDEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AWARDDEE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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

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

a. By accepting this award, AWARDDEE agrees to maintain the Project for the life of the Project. 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. This provision shall survive early termination or expiration of this Agreement.

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. AWARDDEE warrants and represents to COUNTY this AWARDDEE owns the property on which the Project will be constructed and that it has the authority to construct and maintain the Project.

10. AWARDDEE shall provide all necessary security for the Project during the life of the Project. This Provision shall survive early termination or expiration of this Agreement.

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. The AWARDDEE recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the AWARDDEE shall indemnify, defend and hold the COUNTY harmless against any actions, claims and damages arising out of the AWARDDEE's negligence in connection with the use of the funds provided under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by the AWARDDEE to indemnify the COUNTY for the COUNTY's sole negligence, or willful or intentional acts. This provision shall survive early termination and expiration of this Agreement.

14. Without waiving the right to sovereign immunity, AWARDDEE acknowledges that it is self-insured for commercial general liability and automobile liability in the amounts specified in the Florida Statutes, Section 768.28, as may be amended from time to time. In the event AWARDDEE maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, AWARDDEE shall maintain limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury or property damage and shall add COUNTY as an additional insured to the commercial general liability policy, but only with respect to negligence arising out of this Agreement that is not a result of COUNTY's negligence. The additional insured endorsement for the COUNTY shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AWARDDEE shall provide the additional insured endorsements coverage on a primary basis. Claims-bill tailored coverage shall not be considered third-party liability coverage for purposes of this Agreement. AWARDDEE agrees to maintain or be self-insured for worker's compensation and employer's liability

insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. AWARDDEE shall provide COUNTY with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

a. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes; and
2. Commercial General Liability coverage, in a limit of not less than Five Hundred Thousand Dollars (\$500,000). County shall be included in the coverage as an additional insured.
3. Business Automobile Coverage in combined single limits of not less than Five Hundred Thousand Dollars (\$500,000).

15. Prior to execution of this Agreement 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 Agreement 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:

Chief of Support Operations
School Board of Palm Beach County
3300 Forest Hill Blvd., B-302
West Palm Beach, FL 33406

With a Copy to:

General Counsel
School Board of Palm Beach County
P.O. Box 19239
West Palm Beach, FL 33416-9239

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 the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Awardee, 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

25. AWARDDEE shall provide COUNTY with a complete list of all items purchased pursuant to this Agreement by June 4, 2013. The list must show whether all items purchased by AWARDDEE are reusable upon termination of this Agreement.

26. COUNTY shall not provide any funding under this Agreement to AWARDDEE until all other necessary agreements between the AWARDDEE to construct, complete and maintain the Project have been entered into.

27. In the event an issue arises which cannot be resolved between the AWARDDEE's Chief of Support Operations and the COUNTY's Director of the Office of Community Revitalization regarding the matters set forth in this Agreement, the dispute shall be referred to the School Board's Chief Operating Officer and the COUNTY's Director of the Office of Community Revitalization who shall both make a good faith effort to resolve the dispute.

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

[the remainder of this page left blank intentionally]

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

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

REVIEWED AND APPROVED AS TO
LEGAL FORM

Paul M. S.
School Board Attorney

Date: 3/30/12

BY Frank A. Barbieri, Jr.
Frank A. Barbieri, Jr. Esq., Chairman

BY E. Wayne Gent
E. Wayne Gent, Superintendent

Board Approval Date: 3/4/12

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: Anne Helgund
County Attorney

By: Eric Call
P&R Director

Eric Call, Director
Parks & Recreation Dept.



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

School Board of Palm Beach County, Florida

Project Title:

Walking Trails

Area Location:

Project will be located Berkshire Elementary School.

Project Description:

The project entails the purchase and installation of a walking trail for community use located at Berkshire Elementary School.

Project Items to be purchased:

Topsoil
Site Excavation
Load and Haul Excavation materials
6" Subgrade, stabilized (LBR 40)
Limerock, 6" thickness
1" Type S-3
Mobilization, East of Twenty-Mile Bend

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

EXHIBIT "B"

Materials/ Services Description	Quantity	Unit cost	Sales tax	Other Charges (If any)	TOTAL	Funding Sources			Grant Request (d)
Topsoil									\$20,000
Site Excavation									
Load and Haul Excavation materials									
6" Subgrade, stabilized (LBR 40)									
Limerock, 6" thickness									
1" Type S-3									
Mobilization									
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: _____



 Schools  I-95  Major Roadways  City Parks  County Parks





Due: 6/24/11

2011
Palm Beach County
Neighborhood Partnership Grant Program

SECTION I - GENERAL INFORMATION

1. Project Title: Pine Air East – Berkshire Walking Trail
Please include the name of your neighborhood in the project title.
2. Applicant Name: Governor's Council for Community Health Partnerships, Inc.
Neighborhood/Business Association/Neighborhood Group/Organization
3. Incorporated: ☒ Yes ☐ No. (If yes, a copy of the State of Florida incorporation certificate or acceptable alternative must be attached).
4. Nonprofit Status ☒ Yes ☐ No. (If yes, attach a copy of the IRS Letter granting the 501 (c) (3) tax designation to your organization).
5. Federal tax identification number (if applicable) 65-0449910
6. Contact Person (name): Cheryl Wohl
(The person familiar enough with the project to answer all questions related to the project)

Address: 800 Clematis Street, 3rd Floor

West Palm Beach, FL 33401

Phone number: 561-671-4059 Day 561-722-8889 Evening

Fax number: 561-837-5200

Email address: Cheryl_Wohl@doh.state.fl.us

7. Authorized Signator (name): Bertram Tamarkin
(Person legally responsible for project and authorized to sign contract if necessary)

Signature Bertram Tamarkin

Address: 800 Clematis Street, 2nd Floor, West Palm Beach, FL 33401

Phone: 561-671-4058 Day 561-671-4058 Evening

E-mail address: Bud_Tamarkin@doh.state.fl.us

SECTION II - PROJECT DESCRIPTION

1. Project Description - Please provide:

a) A complete description of your overall project (Only use the space provided)

The goal of the Pine Air East – Berkshire Walking Trail project is to create opportunities for physical activity in a neighborhood that does not have easy access to parks and recreational space. As the Governor’s Council for Community Health Partnerships’ (GCCHP) mission is to “Improve community health and wellness by linking public/private resources,” this project fortifies current collaborative efforts in the community to reduce the burden of chronic disease associated with obesity through interventions that promote physical activity. A Neighborhood Partnership Grant (NPG) will be leveraged with support from the School District of Palm Beach County, Berkshire Elementary School Administration and other personnel, its student and parent-body, the Pine Air East community (CCRT Area 37), the county’s Department of Parks and Recreation, the Health Department’s Action Communities for Health , Innovation, and Environmental Change (ACHIEVE) Project, and a complementary Healthy Kids, Healthy Communities program funded through the Robert Wood Johnson Foundation (RWJF). Essentially, in exchange for the fitness-promoting site improvements facilitated through the NPG, coupled with security fencing to safeguard the school building provided through the RWJF project, the school principal has agreed to enter into a joint-use agreement allowing public access and patronage of its recreational area. During school hours, the trail will be used by Berkshire Elementary School students. This agreement, brokered by the School District with support from the Department of Parks and Recreation, will serve as a model for replication at other school sites in the county, with particular emphasis on those located in Countywide Community Revitalization Team Areas with limited recreational spaces and facilities.

b) List items you are requesting for funding.

The GCCHP is requesting funding for the cost of installing the walking trail. The trail’s length will be 830 linear feet and its cross-section will be one-inch asphalt (Type S-3), six-inch lime rock (LBR 100), and six-inch stabilized base (LBR 40 or FBV 75 psi). It will be installed on the northeast corner of Berkshire Elementary School’s property—an open field adjacent to its blacktop with basketball courts, other play area and open field.

c) An explanation of how the project will benefit the neighborhood and why it is important to the neighborhood, and how it will help promote long-term community goals.

This project will benefit the Pine Air East neighborhood by creating areas for outside physical activity where currently there are none. The community surrounding Berkshire Elementary School can be characterized as a low-income and underserved community as reflected by the school’s Free-/Reduced-price Lunch participation of 76 percent (School District of Palm Beach County Gold Report, 2010). Recent Body Mass Index (BMI) data collected from first and third-grade students annually by the school nurse reveals that almost half (i.e., 45 percent) of Berkshire’s six- and eight-year-olds are either overweight or obese. Given that nearly two-thirds of the student body are Hispanic, with ten percent Black and much of the balance White, providing safe and accessible places to play is one evidence-based strategy to improve overall health outcomes and reduce health disparities observed between White and non-White populations and different socioeconomic levels. Based on these data and environmental conditions, Ms. Maria Bishop identified obesity prevention, community partnerships, and parent and neighborhood volunteer engagement as her goals. The Pine Air East – Berkshire Walking Trail project will serve as the catalyst toward achievement of these goals.

2. What is the specific location of the project? Before photographs of the proposed project site must be submitted as part of the application. The location must be illustrated on a street map. **Improvements in the right-of-way or on public property must also be illustrated on the County's Plat maps.** Pages may not exceed 11" x 17" in size and, therefore; reduction of the plat sheets may be required for final submittal.

Parcel # 00-43-44-07-00-000-3050

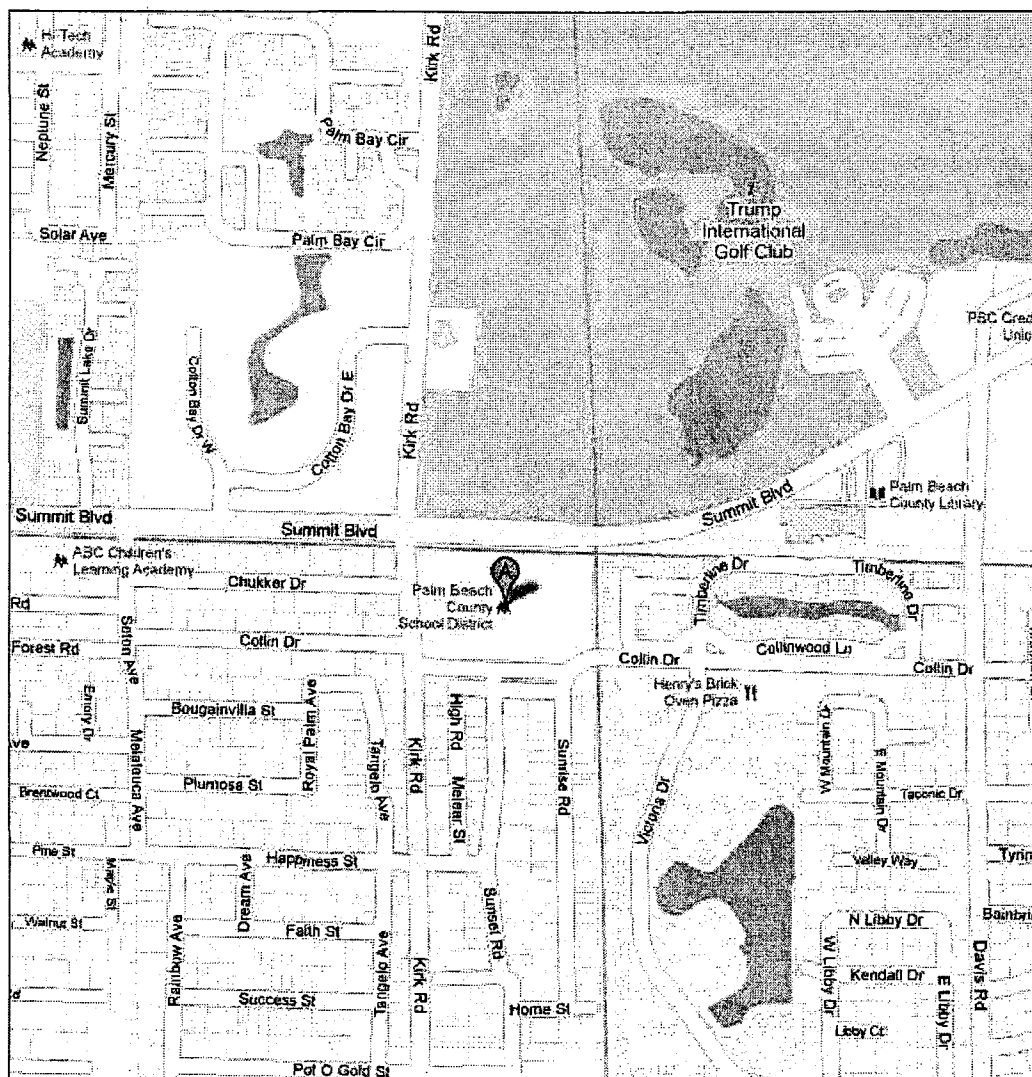
CCRT Area 37 – Pine Air East Community

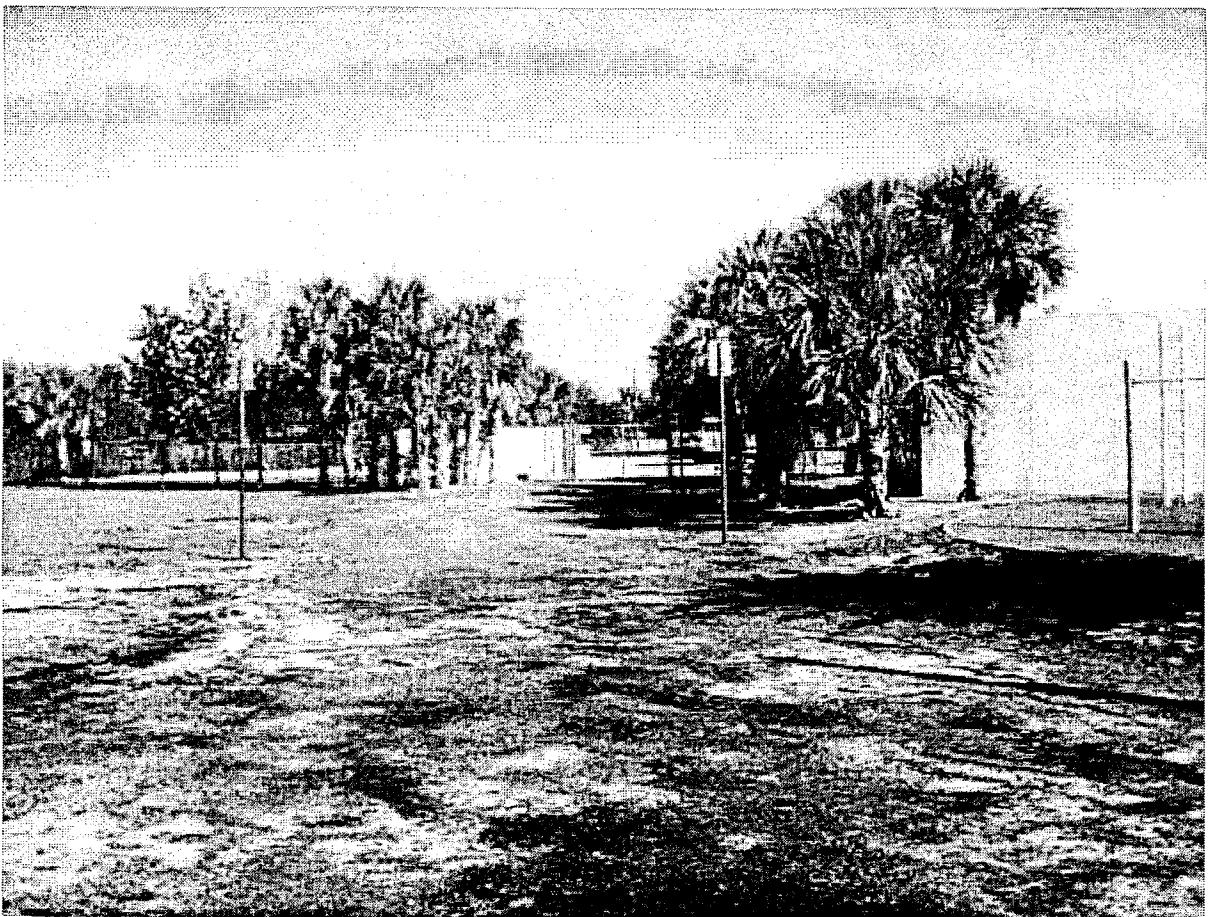
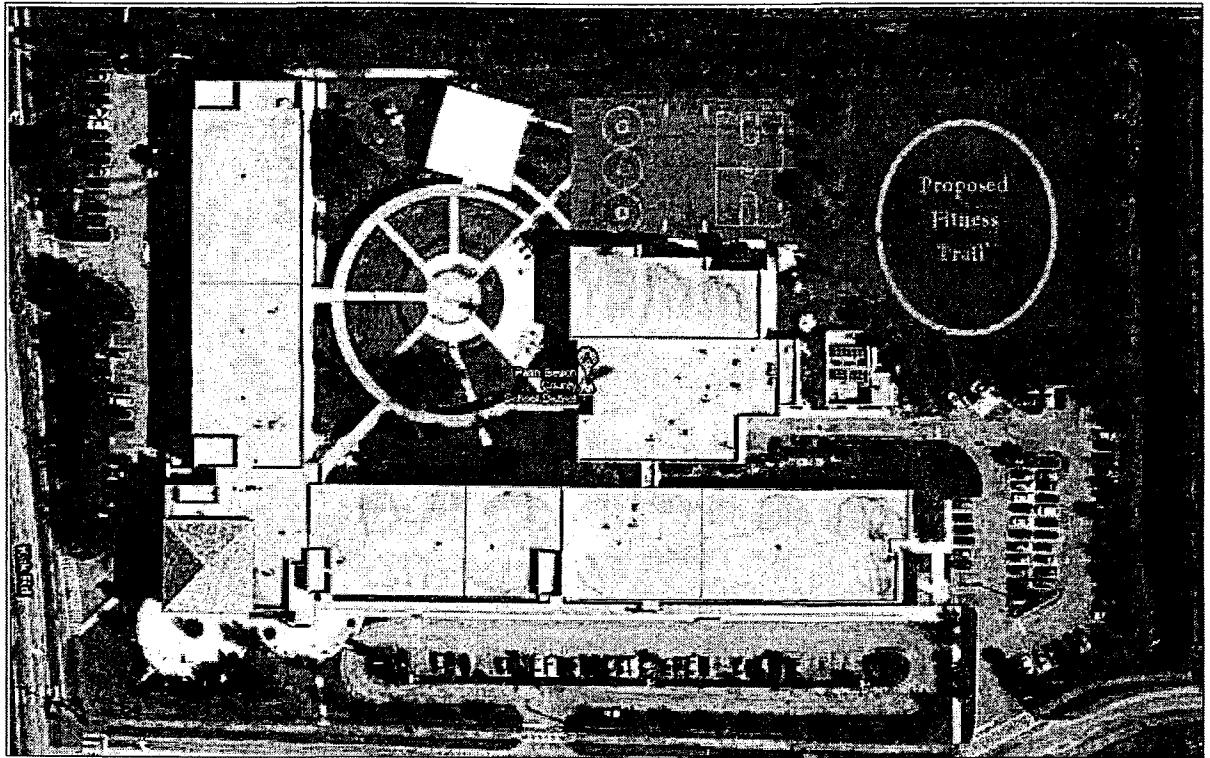
Location/Address: Berkshire Elementary School, 1060 S. Kirk Road, West Palm Beach, FL 33406

Parcel Control Number(s) (PCN): 00-43-44-07-00-000-3050

A. A sketch of the planting plan must be included, for landscaping projects. Include spacing of plant material, location of signs, above ground wires, pavement, driveways, structures or other obstructions and existing plant material.

All other projects must submit a sketch depicting the proposed improvements.







SECTION III- PROJECT VOLUNTEERS

Neighborhood/Business Association/Neighborhood Group/Organization:

Name	Address/Zip	Phone	Pledge Hours	Tasks
✓ Maria Menendez Moreno	952 Cotton Bay Dr. E Apt. 1907 West Palm Beach, FL	561-301-1003	20	Communication Community Events
✓ Clara E. Acosta	2432 Wretham Terr. Wellington, FL 33414	(561) 324-9680	20	Communication Community Events
✓ Adriana Aiello	701 Brightwood Way Wellington, FL 33414	(561) 261-3582	20	Supervision
✓ Hilaria Bendorf	6322 Pompano St Jupiter, FL 33458	561- 722- 5859	20	Clean up
✓ Kristin DeLatorre	706 Hollywood place WPB, FL 33401	561- 832- 1619	20	Facilitating children use of fitness trail after school hours
Sarah Marshall	101 E. 25th St. Riviera Beach, FL 33404	561- 498-0763	20	Facilitating children use of fitness trail after school hours
Marina Figueroa	13554 80th Rd N. West Palm Beach, FL 33412	561- 184- 4580	20	Organize community events

TOTAL VOLUNTEER'S HOURS 100
(Please total the number of volunteer hours for each sheet)

Attach additional sheets as needed.

SECTION III- PROJECT VOLUNTEERS

Neighborhood/Business Association/Neighborhood Group/Organization:

Name	Address/Zip	Phone	Pledge Hours	Tasks
✓ Maria Bishop	888 Cazetta Way West Palm Beach FL 33413	561-313-5311	80	Planning, development, outreach
Jose Sanchez	701 Roseland Drive West Palm Beach, FL 33408	561-472-4920	52	Clean Up Open and close gates
Karen Jones	2802 28th Way West Palm Beach, FL 33407	561-242-6134	112	Conduct monthly safety inspections Community events
✓ Josephine Rento	3207 32nd Court Jupiter, FL 33477	561-596-3349	80	Supervision
✓ Jacqueline Stirling	2725 Pineda Cir. Royal Palm Beach, FL 33414	805-401-7906	20	Clean up
✓ Jacqueline Gameros	14775 Citrus Grove Lexington, FL 33470	854-483-8918	20	Clean up
✓ Dawn Duminstra	513 E. Coast Ave Lantana FL, 33462	561-889-6228	20	Supervision after school hours
✓ Rhonda Friedman	123 Isle Verde Way Palm Beach Gardens, FL 33418	561-775-7752	20	Facilitate communication between school and community

TOTAL VOLUNTEER'S HOURS 240
(Please total the number of volunteer hours for each sheet)

Attach additional sheets as needed.

SECTION IV – PROJECT IMPLEMENTATION

Please outline the primary tasks or steps required, including estimated time, to successfully complete your grant project and achieve your goals.

Task	Start Date	Completion Date	Person/Committee Responsible
Create and ratify joint-use agreement and partnerships on maintenance	8/1/2011	1/30/2012	School District Healthy Kids, Healthy Communities Program/Erica Whitfield
Procure permits as needed	12/1/2011	2/1/2012	School District Facilities Department/Ken Trochet
Get required bids for fencing	12/1/2011	2/1/2012	School District Healthy Kids, Healthy Communities Program/Erica Whitfield; School District Facilities Department/Ken Trochet
Install/modify fencing as needed	2/1/2012	3/1/2012	Awarded vendor
Install asphalt walking trail	3/1/2012	6/1/2012	Awarded vendor
Market trail for public use	6/1/2012	7/1/2012	School District Healthy Kids, Healthy Communities Program/Erica Whitfield

Number of Days Needed to Complete the Project: 11 months

Number of Volunteers Needed: 20

Start Date: 8/1/2011 **Project Completed By:** 7/1/2012


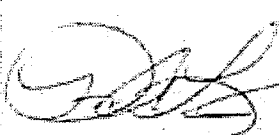

SECTION V - COMMUNITY PARTICIPATION

Describe how the neighborhood support will be or has been obtained and who will participate in the project. Include type of involvement and support of the neighborhood residents.

Among the project's goals is to enlist active community participation to address obesity prevention/mitigation at Berkshire Elementary School. Teacher and parent volunteers have committed to: (a) conducting outreach within and beyond the school community, encouraging parents to bring their children to walk the trail and play in the open field space; (b) fostering safe and fun recreation for children and adults alike; and (c) monitoring and maintaining the trail. During the school day, the trail will be used by teachers and their students. In the afternoons, early evenings, weekends and during school and summer breaks, the trail will be open for public use.

SECTION VI - SUPPORT FROM ADJACENT PROPERTY OWNERS

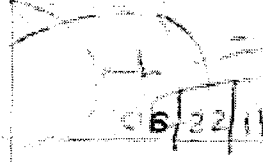

Provide the names, addresses, and signatures of the owners of any properties adjacent to the project, regardless of their participation.

Owner's Name	Address	*H/R	Signature/Date	Support the Project (Yes or No)
Jacey Ayesh	QUICKIES Mini Market 3676 Collins Dr. #18-19	rent	Jacey Ayesh 6/21/11	Yes
Kim Olavino	Harvey's BIKER OPEN 3676 Collins Dr. WFS	Rent		YES
Kim Frey	Mailing Expected 3676 Collins Dr. #15 West Palm Beach, FL	Rent	Kim Frey 6-21-11	Yes
Sarah Hino	Sarah Hino 3675 Collinwood Lane West Palm Beach 33406	OWN	Sarah Hino 6-21-11	Yes
Patricia Linton	Littlefoot Learning Ctr 1137 Sun Set Rd WPB FL 33406	OWN		yes
L. FLORES	4020 Collins West Palm Beach	OWN		YES

* H= Homeowner R= Renter

SECTION VI – SUPPORT FROM ADJACENT PROPERTY OWNERS

Provide the names, addresses, and signatures of the owners of any properties adjacent to the project, regardless of their participation.

Owner's Name	Address	*H/R	Signature/Date	Support the Project (Yes or No)
Eric Landa	3681 Collinwood Lane West Palm Beach FL 33406	H	 6/22/11	Yes
L. G. A. ARELLANO	3145 Collinwood Dr West Palm Beach FL 33406	H	 6/23/11	Yes

* H= Homeowner R= Renter

SECTION VII- PROJECT BUDGET

The project budget is the most important part of the application. It details the grant request and the match to be provided by the applicant.

Instruction for Matching Funds:

For each project, the applicant must provide a "match." The match is encouraged to be equal to, or greater than, the amount requested from the County for the project. The match is the applicant's contribution to the project. Identifying the match is vital to the preparation of an application for all projects and needs to be shown in the budget table.

Requirements for a Match:

A match may include any or all of these:

Cash	Equipment and machinery
Volunteer labor	Donated professional services
Donated materials and supplies	Maintenance

- Any other funds or services obtained from Palm Beach County will not be accepted as part of a match.
- All match funds must be assigned to a particular line item in the project budget, and be pertinent to the project. The applicant should be able to justify each part of the match as necessary to implement the project.
- The monies received from the County and the neighborhood and/or businesses' match must be used for the duration of the project's implementation and solely for the purpose indicated in the project budget.
- The applicant must provide documentation (receipts, etc.) for the match funds expended during the project. This documentation must be included in the final report.

All applications will be checked against the list of matching requirements. If the match does not meet these requirements, the application will not be considered.

SECTION VII- PROJECT BUDGET

SECTION VII - PROJECT BUDGET FORM

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources			
						Applicant Match			Grant Request (d)
						Cash (a)	Donations (b)	Private Grants (c)	
Fencing to secure the field from the school	300 feet	\$30/lin ft	0		\$ 9,000.00			\$ 9,000.00	
3' gates	2	\$300/ea			\$ 600.00			\$ 600.00	
Panic hardware	2	\$200/ea			\$ 400.00			\$ 400.00	
Topsoil stripping, stockpiled on-site	120 c.y	\$4.00			\$ 480.00				\$ 480.00
Excavation of Cut Areas to Stockpile	120 c.y	\$6.00			\$ 720.00				\$ 720.00
Load and Haul Excavated Material	120 c.y	\$10.50			\$ 1,260.00				\$ 1,260.00
6" Subgrade, stabilized (LBR 40)	550 s.y	\$4.00			\$ 2,200.00				\$ 2,200.00
Limerock, 6" compacted thickness	550 s.y	\$10.50			\$ 5,775.00				\$ 5,775.00
1" Type S-3	550 s.y	\$9.50			\$ 5,225.00				\$ 5,225.00
Mobilization, East of Twenty-Mile Bend	2	\$2,000.00			\$ 4,000.00				\$ 4,000.00
				TOTALS	\$29,660.00			\$ 10,000.00	\$ 19,660.00
Volunteer Hours (number of volunteers X hours worked)									
Erica Whitfield HKHC	120	\$37.02			\$4,442.40				
Ken Trochet SDPBC Facilities	16	\$60.00			\$960.00				
Cheryl Wohl PBCHD/Gov's Council Liaison	40	\$36.43			\$1,457.20				
Bret Baronak Metropolitan Planning Org	5	\$31.50			\$157.50				
Maria Bishop, Principal – Berkshire ES	80	\$45.00			\$3,600.00				
SDPBC Volunteers: Jacqueline Stirling, Jacqueline Barreras, Dawn Duimstra, Maria Menendez Moreno, Clara E. Acosta, Adriana Arlotta, Marisa Bardorf, Kristin Delatorre	160	\$25.00			\$4,000.00				
SDPBC Volunteer: Josephine Pento	80	22			\$1,760.00				
SDPBC Volunteer: SDPBC	20	17			\$340.00				
Above volunteers will conduct planning, evaluation, maintenance, supervision, inspections, safety oversight, marketing and outreach.				TOTAL (e)	\$16,717.10				
Total Volunteer Hours in dollars (e)					\$16,717.10				
Total Applicant Match (a+b+c+e)					\$26,717.10				
Total Grant Request (d)					\$19,660.00				
Total Project Cost (a+b+c+d+e)					\$46,377.10				

SECTION VIII - PROJECT MAINTENANCE

It is not the intent of this program to increase maintenance activities for County Staff. As such, the applicant will be required to provide the maintenance, including but not limited to routine watering, weeding, mulching, trimming, mowing, and pruning of plant material, and the routine cleaning, repairing, painting, and refinishing of sign equipment, or structures. The Project will be expected to be maintained for at least the term provided within the Contract/Memorandum of Understanding. **Project maintenance for two (2) years can count toward the applicant match. Maintenance beyond two years is required, but does not count toward the match.**

A) Describe how the project will be maintained over the term of the contract, after implementation;

The goal of the Pine Air East – Berkshire Walking Trail project is to create a recreational space that is open to the public on previously closed public land. This project requires public/private partnerships that are well underway and being expanded. Preliminary discussions with the Palm Beach County Parks and Recreation Department are advancing the joint-use agreement details, particularly as they relate to sharing in the maintenance of the trail. Upon grant award, GCCHP will work with all partners in this project to finalize and ratify the joint-use agreement.

B) Describe who will maintain the project and what specific duties will be performed;

The School District of Palm Beach County will continue to provide maintenance of the area surrounding the trail, such as mowing the grass. Teachers who have enlisted to volunteer on this project will devote their time to keeping the area free of trash.

C) State your back-up plan in the event the volunteers fail to perform.

The property belongs to the School District of Palm Beach County. As such, should volunteer contributions wane, the School District will ensure the property is maintained.

SECTION IX-APPLICATION CHECKLIST

Each application package must include and clearly label the following:

- ☒ One (1) unbound reproducible original and one version submitted via e-mail,(PDF PREFERRED) Subject: 2011 NPG Application to: cmathews@pbcgov.org
- ☒ Copy of State of Florida Incorporation Certificate or alternative document "down-loaded" from the Florida Department of State, Divisions of Corporations web site (www.sunbiz.org), if applicable
- ☒ IRS letter granting 501(c)(3) tax status, if applicable
- ☒ Proof of cash availability (bank statements), if applicable
- ☒ Proof of 50% or more match of the total project cost
- ☒ Letter of Intent
- ☒ Proof of liability insurance (minimum policy value of \$500,000)
- ☒ Donation letter(s) documenting cash, materials and/or services
- ☒ Before pictures of the proposed project site (digital pictures preferred)
- ☒ Minimum of three (3) Vendor Quotes for the exact same quantity of material, supplies and labor
- ☒ Proof of volunteer participation
- ☒ Proof of support of adjacent property owners
- ☒ Proof of community support and participation
- ☒ Maintenance Plan, schedules and volunteer commitments
- ☒ Project Implementation schedule
- ☒ Signed Hold Harmless Agreements from all volunteers
- ☒ Plat and street maps of proposed project site (if applicable)
- ☒ Sketch map/site plan/landscape plan of proposed project (if applicable)
- ☒ Proposed project budget

NOTE:

Only the application and supporting documentation need to be submitted to apply for a grant. Introductory and sample pages are not part of the application.

All applications are due, via U.S. Mail, hand-delivery and/or e-mail, at the Office of Community Revitalization no later than 5:00 p.m., Friday, June 24, 2011. **LATE APPLICATIONS WILL NOT BE ACCEPTED.**

By Mail: Office of Community Revitalization
C/O Chrystal Mathews
2300 North Jog Road
West Palm Beach, FL 33411

Delivery: Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411
E-mail: cmathews@pbcgov.org

*** Final Board of County Commissioner Funding Recommendations will be on November 15, 2011.**

Attachment A

Palm Beach County Neighborhood Partnership Grant Program Donation Letter

This letter shall confirm that, Healthy Kids / School District PB Co. Healthy Comm Project will
(Private/Public Organization or Individual Name)

participate as a partner with the Pine-Air East - Berkshire Walking Trail
(Name of the Neighborhood Association)

in the implementation of their Neighborhood Partnership Grant project.

Please Print:

Name: Erica Whitfield, Project Coordinator
Company: RWTF Healthy Kids / Healthy Communities Project
Address: School District of Palm Beach County
3300 Forest Hill Blvd C-225, West Palm Beach FL 33406
Email: Erica.Whitfield@palmbeachschools.org Phone: 561.969.5880

The contribution will consist of the following: (Please check all that apply.)

- ☒ Cash: \$ 10,000
☐ Materials/Equipment: (Indicate the amount and value of the items being donated. Please use additional sheets if necessary.)

- ☐ Professional Services: (Please indicate the type of services being provided.)

The market value for professional services rendered is \$ _____ at a rate of \$ _____ per hour. Total number of hours donated _____

Signature: [Signature] Date: 6.24.11

Attachment B

Palm Beach County Neighborhood Partnership Grant Program

Letter of Intent

This letter shall confirm that, Governor's Council for Community Health Partnerships will
(Neighborhood/Business Association/Organization/Group Name)

apply for the Neighborhood Partnership Grant Program.

Please Print:

Contact Person Cheryl Wohl

Address 800 Clematis Street, West Palm Beach, FL 33401

Daytime Number: 561-671-4059 Cell phone Number: 561-722-8889

Email Address: Cheryl_Wohl@doh.state.fl.us

Proposed Project: (please briefly describe your project)

Fitness/Walking trail for public use after school hours.

List items you are requesting for funding: Labor and materials for installation of an 830 linear foot walking trail on the property of Berkshire Elementary School located in the Pine Air East neighborhood for community use after school hours.

Is the proposed project to be located on the public right-of-way? Yes ☒ No

Projected Project Cost: \$40,000

Estimated Grant Request: \$20,000

Signature: 

Date: 6.24.11

Please mail or hand deliver to:

Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 23 day of June, 2011, by Rhonda Friedman ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

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

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

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

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

Name: Rhonda Friedman

Date: 6/23/11

Signature: Rhonda Friedman

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 24 day of June, 2011, by Cheryl Wohl ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

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

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

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

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

Name: Cheryl Wohl

Date: 6.24.11

Signature: [Signature]

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 23 day of June, 2011, by Josephine Pento ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

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

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

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

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

Name: Josephine Pento

Date: 6-23-11

Signature: Josephine Pento

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of June, 22, by Marisa Bardorf ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

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

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

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

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

Name: Marisa Bardorf

Date: 6/22/11

Signature: M Bardorf

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of June, 2011, by Kristin DeLaTorre ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

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

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

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

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

Name: Kristin DeLaTorre
Signature: [Handwritten Signature]

Date: 6/22/11

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

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of June, 2011, by Dawn Duimstra ("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, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

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

Name: Dawn Duimstra

Date: 6/22/11

Signature: Dawn Duimstra

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of June, 2011, by Maria Bishop ("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, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

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

Name: Maria Bishop

Date: 6/22/11

Signature: Maria Bishop

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of JUNE, 2011, by Jacqueline Barneras ("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, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

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

Name: Jacqueline Barneras

Date: 6-22-11

Signature: [Signature]

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of June, 2011, by Jacqueline Stirling ("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, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

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

Name: Jacqueline Stirling

Date: 06/22/11

Signature: Jacqueline Stirling

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of June, 2011, by Adriane A. Latta ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

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

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

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

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

Name: Adriane A. Latta

Date: 6/22/11

Signature: Adriane A. Latta

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of June, 2011, by Maria Menéndez Moreno ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

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

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

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

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

Name: Maria Menéndez Moreno

Date: 06/22/11

Signature: [Handwritten Signature]

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of June, 2011, by Clara E. Acosta ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

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

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

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

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

Name: Clara E. Acosta

Date: 6/22/11

Signature: Clara E. Acosta

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 23 day of June, 2011, by Ken Trochet ("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, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

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

Name: K. Trochet

Date: 6/23/2011

Signature: [Signature] for Ken Trochet

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 23 day of June, 2011, by B. Baronik ("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, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

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

Name: BRET D. BARONIK

Date: 6/23/11

Signature: B. Baronik

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

Attachment C

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 23 day of June, 2011, by E. WHITEHEAD ("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, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

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

Name: E. WHITEHEAD

Date: 6/28/2011

Signature: [Signature]

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

State of Florida Incorporation Certificate Documentation

2011 NOT-FOR-PROFIT CORPORATION REINSTATEMENT

DOCUMENT# N93000005358

FILED
May 09, 2011
Secretary of State

Entity Name: GOVERNOR'S COUNCIL FOR COMMUNITY HEALTH PARTNERSHIPS, INC.

Current Principal Place of Business:

1665 PALM BEACH LAKES BLVD
900
WEST PALM BEACH, FL 33401

New Principal Place of Business:

800 CLEMATIS ST.
2332
WEST PALM BEACH, FL 33401

Current Mailing Address:

1665 PALM BEACH LAKES BLVD
900
WEST PALM BEACH, FL 33401

New Mailing Address:

800 CLEMATIS ST.
2332
WEST PALM BEACH, FL 33401

FEI Number: 65-0449910

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

TAMARKIN, BERTRAM
44 COCOANUT ROW
510
PALM BEACH, FL 33480 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: BERTRAM TAMARKIN

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: PD
Name: PETERS, JOSEPH
Address: 5725 CORPORATE WAY, SUITE 102
City-St-Zip: WEST PALM BEACH, FL 33407

Title: VD
Name: PALIN, ROBERT
Address: 3818 COUNTY LINE ROAD, #146
City-St-Zip: TEQUESTA, FL 33469

Title: SD
Name: ROMAN, LINDA
Address: 2600 QUANTUM BLVD.
City-St-Zip: BOYNTON BEACH, FL 33426

Title: TD
Name: TAMARKIN, BERTRAM
Address: 44 COCOANUT ROW APT 510
City-St-Zip: PALM BEACH, FL 33480

Title: D
Name: VERSE, SELMA RN, MED
Address: 5081 BURNING TREE CIRCLE
City-St-Zip: STUART, FL 34997

Title: D
Name: IRION, JANE
Address: 5888 RIVER ISLE RD
City-St-Zip: JUPITER, FL 33458

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOSEPH E. PETERS

PD

05/09/2011

Electronic Signature of Signing Officer or Director

Date

W93000005358

Governor's Council for Community Health Partnerships

Additional board members

5/9/11

Fred Afele, DDS
456 N. Country Club Drive
Atlantis, FL 33462

Tara Finnigan, PA
224 Datura Street, Suite 900
West Palm Beach, FL 33401

Sandra Gerber, RN, MSN
1125 S. Main Street
Belle Glade, FL 33430

Jeanette Hartzell
5263 Palm Way
Lake Worth, FL 33463

Jacqueline Rogers, MS
4200 Congress Avenue
Lake Worth, FL 33461

Kim Williams
1160 Avenue N
Riviera Beach, FL 33404

501 (c) (3) Tax Designation

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 16 1998

GOVERNOR'S COUNCIL FOR COMMUNITY
HEALTH PARTNERSHIP INC.
826 EVERNIA ST
WEST PALM BEACH, FL 33401-5708

Employer Identification Number:
65-0449910

DLN:
17053241777048

Contact Person:
D. A. DOWNING

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
February 1994

Addendum Applies:
Yes

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.



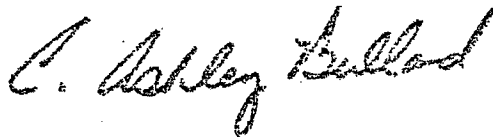
Letter 1050 (DO/CG)

-2-

GOVERNOR'S COUNCIL FOR COMMUNITY

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in cursive script, reading "C. Ashley Bellard".

District Director

Enclosure:
Addendum

-3-

GOVERNOR'S COUNCIL FOR COMMUNITY

Our records have been updated to reflect a change in the name of your organization from Governor's Council of Palm Beach County on Public/Private Partnerships, Inc., to Governor's Council for Community Health Partnerships, Inc.

Proof of Cash Availability

- Healthy Kids/Healthy Communities Grant Award Letter from the Robert Wood Johnson Foundation
- Healthy Kids/Healthy Communities Cash Balance Spreadsheet
- Law Enforcement Trust Fund Agreement

Route 1 & George Road East P.O. Box 2316
Princeton, New Jersey 08542-2316
Tel: 609-683-8000
www.rwjf.org

Office of the President and CEO



Robert Wood Johnson Foundation

December 14, 2009

Arthur C. Johnson, Ph.D.
Superintendent
School District of Palm Beach County
3340 Forest Hill Boulevard, Suite C-316
West Palm Beach, FL 33406-5869

Dear Dr. Johnson:

I am pleased to inform you that the Robert Wood Johnson Foundation has approved the following award, which is being made under the Foundation's program, Healthy Kids, Healthy Communities: Supporting Community Action to Prevent Childhood Obesity:

Awardee:	School Board of Palm Beach County Florida
I.D.:	66764
Amount:	\$360,000
Purpose:	Complimenting school-based healthy eating and active living initiatives in Palm Beach County, Fla., by engaging families and community members
Project Information:	Grant Period: December 15, 2009 through December 14, 2013 Project Director: Eric Stern, M.S., 561-434-7450 (stern@palmbeach.k12.fl.us)
National Program Contact:	Deputy Director: Mary Beth Powell, M.P.H., 919-843-3124 (mbpowell@unc.edu) University of North Carolina at Chapel Hill Gillings School of Global Public Health 400 Market Street, Suite 205 Chapel Hill, NC 27516-4028 Program Director: Sarah L. Strunk, M.H.A., 919-843-3122 (sarah_strunk@unc.edu)
RWJF Contact:	Program Officer: Jamie B. Bussel, M.P.H., 609-627-7691 (jbussel@rwjf.org) Grants Administrator: Daniela Phayme, 609-627-5991 (dphayme@rwjf.org)

We are privileged to have you in the Foundation's family of grantees. We are enthusiastic about your project and wish you success as we embark together on this important endeavor to improve health and health care for all Americans and to make a difference in our lifetime.

The Foundation would like to know how you propose to communicate about this project and if appropriate, we would like to involve your project in our efforts to communicate about the Foundation's strategy in this area. Please consult with Kathryn A. Thomas about any activities you propose to do related to communications. Please do not issue any public announcements about your project without first checking with Kathryn A. Thomas (kthomas@rwjf.org) in our Communications Department. This includes all materials that you propose to produce and disseminate that include the Foundation's name and logo.

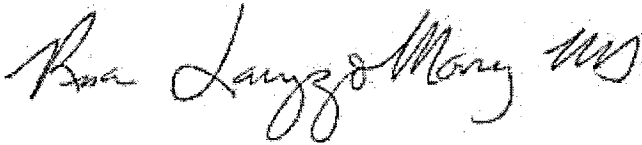
Arthur C. Johnson, Ph.D.

Page 2

December 14, 2009

Attached you will find important information regarding your award. Again, we look forward to this productive collaboration.

Sincerely,

A handwritten signature in cursive script that reads "Risa Lavizzo-Mourey MS". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Risa Lavizzo-Mourey, M.D., M.B.A.


RLM: kap

Enclosures

cc: Eric Stern, M.S.

Michel J. Burke

Sarah L. Strunk, M.H.A.



Robert Wood Johnson Foundation

LETTER OF AGREEMENT

Following are the terms and conditions applying to grants made by the Robert Wood Johnson Foundation (referred to as "the Foundation," "we" or "us"). As a grantee (referred to as "grantee" or "you"), you should read this carefully; your signature on this form constitutes your acceptance of all the terms and conditions. As used in this form, the term "grant" includes any income you derive from the grant.

Awardee: School Board of Palm Beach County Florida
I.D.: 66764
Amount: \$360,000
Purpose: Complimenting school-based healthy eating and active living initiatives in Palm Beach County, Fla., by engaging families and community members
Project Information: Grant Period: December 15, 2009 through December 14, 2013
Project Director: Eric Stern, M.S., 561-434-7450 (stern@palmbeach.k12.fl.us)

1. PURPOSE AND ADMINISTRATION. You will directly administer the project or program being supported by the grant and agree that no grant funds shall be used in any way other than as specifically set forth in this Letter of Agreement and the final proposal, budget and related documents, all as approved by the Foundation (the "Approved Grant Documents") without the Foundation's prior written consent. You further agree that no grant funds shall be disbursed to any organization or entity, whether or not formed by you, except as specifically set forth in the Approved Grant Documents.

This project is funded under the Foundation's program, Healthy Kids, Healthy Communities, which was designed to implement policies and environmental changes with potential to prevent childhood obesity in populations at greatest risk. The purpose of this project is to build on the success of the School District's wellness promotion efforts to implement policy, system and environmental changes within the context of the school day. With that as a foundation, there is a strong public and private sector commitment to create a community of wellness that complements the school-based initiatives by engaging families and diverse community sectors in fostering healthy eating and active living opportunities for youth. Deliverables include, supporting county and city comprehensive plans, policies and goals that promote recreation facilities, bike lanes/paths and pedestrian safety, establishing agreements to allow after-hours use of schools' recreation facilities throughout the target area, promoting community safety to encourage children and families to participate in outdoor physical activity and recreation and establishing community gardens, farmer's markets, and other retail initiatives to increase access to fresh fruits/vegetables for vulnerable children and their families.

No changes may be made to the nature or scope of the program or project being supported by this grant without the express written consent of the Foundation.

2. USE OF GRANT FUNDS.

A. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code.

B. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code.

C. No part of the grant shall be used to provide a grant to an individual for travel, study or similar purpose within the meaning of Section 4945(d)(3) of the Internal Revenue Code, without prior written approval of the Foundation. Payments of salaries, other compensation or expense reimbursement to your employees within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions.

D. No part of the grant shall be used for purposes other than religious, charitable, scientific, literary or educational purposes or the prevention of cruelty to children or animals within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code. If any portion of the grant is used for purposes other than those described in Section 170(c)(2)(B) of the Internal Revenue Code, you shall repay to the Foundation that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the Internal Revenue Code.

E. You promptly shall repay any portion of the grant which for any reason is not used exclusively for the purposes of the grant. You shall repay to the Foundation any portion of the grant which is not used exclusively for the purposes described in Section 1 hereof by the expiration of the grant period or within any approved extension within thirty (30) days. If we terminate the grant pursuant to Paragraph 11 hereof, you shall repay within thirty (30) days all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination.

F. If you are directly or indirectly controlled by the Foundation or by one or more "disqualified persons" (within the meaning of Section 4946 of the Internal Revenue Code) with respect to the Foundation, you agree (i) to expend all of the grant prior to the close of your first annual accounting period following the taxable year in which you receive a grant payment, as qualifying distributions within the meaning of Section 4942(g)(3) and (h); and (ii) to submit to the Foundation promptly after the close of your annual accounting period a full and complete written report signed by an appropriate officer, director or trustee showing that the qualifying distribution has been made, the name and address of the recipient or recipients, the amounts received by each and that all the distributions are treated as distributions out of corpus under Section 4942(g)(3) and (h).

3. **BUDGET.** The grant budget and any revisions thereto shall comply with our Budget Preparation Guidelines (previously provided with your proposal application and instructions), Budget Revision Guidelines (which are available at www.rwjf.org/budget) and any additional instructions contained in the award letter sent by the Foundation to you (collectively the "Budget Guidelines"). Such Budget Guidelines, as they may be modified by us from time to time, are part of the terms and conditions of your grant. Expenditures of grant funds must adhere to the specific line items in your approved grant budget. The amount of non-RWJF funding reflected in the budget document for years 2-4 of the grant are based upon commitments from community partners, many of whom are governmental entities. As such, there are statutory restrictions which prevent governmental bodies from appropriating funds beyond the current fiscal year. In the event the non-RWJF funding budgeted in the multi-year grant is not available, either party reserves the right to cancel the grant without penalty and return the unused funds previously distributed under the grant.

4. **ACCOUNTING AND AUDIT.** You shall indicate the grant separately on your books of account. You shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the grant and shall retain the substantiating documents such as bills, invoices, cancelled checks and receipts in your files for at least four (4) years after expiration of the

grant period. You agree promptly to furnish the Foundation with copies of such documents upon the Foundation's request and to make your books and records available for inspection by us at reasonable times.

At our expense, we may audit or have audited your grant-related books and records, and you shall provide all necessary assistance in connection therewith.

5. REPORTS. You shall furnish financial reports to us for each budget period of the grant and upon expiration, repayment (pursuant to Paragraph 2E) or termination of the grant (pursuant to Paragraph 11). The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget. You shall furnish Annual Narrative Reports and the Final Narrative Report to us which shall include a report on the progress you made toward achieving the grant purposes and any problems or obstacles encountered in the effort to achieve the grant purposes. All such reports shall be furnished to us within thirty (30) days after the close of the period for which such reports are made. You shall retain all such reports in your files for at least four (4) years after expiration of the grant period.

At our expense, we may monitor and conduct an evaluation of operations under the grant, which may include visits by our representatives to observe your program procedures and operations and to discuss the program with your personnel.

6. COPYRIGHT; FOUNDATION USE OF DATA; PUBLIC USE DATA SETS. All copyright interests in materials produced as a result of this grant are owned by the grantee. You grant to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

You represent and warrant that the material produced by you under this grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

If one of the deliverables described in Section 1. is a public use data set for inclusion in the Foundation's Health and Medical Care Archive, you shall, at no additional cost to us, cause public use data files to be constructed (with appropriate adjustments to assure individual privacy) in accordance with the specifications of the Inter-University Consortium for Political and Social Research, University of Michigan, including the full documentation outlined in the Consortium's current data preparation manual. Unless we otherwise specify, such public use data files shall include all data files used to conduct the analysis under the grant. You shall transmit one computer-readable copy of such public use data files and documentation to the Consortium within 12 months of the expiration of the grant period. A portion of your final payment up to 10 percent of the grant award amount may be withheld until this deliverable has been received.

7. PUBLIC REPORTING. The Foundation will report this grant, if made, in its next Annual Report. The Foundation will discuss potential communications activities with you related to this grant, including the issuing of press releases. Please do not issue press releases or any public announcements without consulting with the Foundation prior to these activities. In addition, we may publish reports on the project or program, briefly describing its accomplishments and results, which we may also use to respond to inquiries.

You shall send to the Foundation copies of all papers, manuscripts and other materials which you produce that are related to this grant.

In all public statements concerning the Foundation, you should refer to the Foundation by its full name: Robert Wood Johnson Foundation.

8. GRANTEE TAX STATUS. You represent that you are currently either (i) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and either (a) are not a private foundation and are not a Type III supporting organization described in Section 509(a)(3)(B)(iii); or (b) are an exempt operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B). You shall immediately give written notice to us if you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) and not a Type III supporting organization under Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2) or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

9. CERTIFICATION REQUIRED WHEN GRANT MAY BE USED FOR RESEARCH INVOLVING HUMAN SUBJECTS. If the grant is to be used in whole or in part for research involving human subjects, you hereby certify that you will conduct the research in compliance with the ethical standards and the criteria for approval of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 CFR part 46 and related policies and protocols, as amended from time to time).

10. PRIVACY AND SECURITY OF HEALTH INFORMATION. You represent and warrant that any individually identifiable health information used or disclosed in connection with the grant will be obtained in compliance with applicable statutes and regulations regarding the privacy and security of such information, including but not limited to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. Section 201 et seq. (42 U.S.C. Section 1320d - 1320d-8), and that in any reporting to the Foundation such data will be de-identified within the meaning of the HIPAA privacy rule or will be otherwise permissible under law.

11. GRANT TERMINATION. It is expressly agreed that any use by you of the grant proceeds for any purposes other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate our obligation to make further payments under the grant.

At our sole option, we may terminate the grant at any time if (i) you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) your status as not a private foundation under Section 509(a), as not a Type III supporting organization under Section 509(a)(3)(B)(iii), or as an exempt operating foundation under Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially altered; or (iii) in our sole judgment, you become unable to carry out the purposes of the grant, cease to be an appropriate means of accomplishing the purposes of the grant or fail to comply with any of the conditions hereof.

If the grant is terminated prior to the scheduled completion date, upon our request, you shall provide us a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

12. LIMITATION; CHANGES; SEVERABILITY. You acknowledge that we have no obligation to provide other or additional support to you for purposes of this project or any other purposes. Any changes, additions or deletions to (i) the terms and conditions of the grant; or (ii) the Approved Grant Documents must be made in writing only and must be jointly approved by the Foundation and you. The invalidity in whole or in part of any term or condition of this grant shall not affect the validity of the other terms and conditions.

13. CHANGED CIRCUMSTANCES; REGULATORY ACTION. You shall promptly notify us in writing if there is any change in circumstances that might affect your ability to carry out the grant; you undergo a merger, division or other corporate reorganization; you become subject to a proceeding under

the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors; you become subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or you receive notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant.

14. NON-TRANSFERABILITY; NO JOINT VENTURE. This grant is not transferable. Nothing contained herein shall be construed in any manner to imply or create a relationship between the Foundation and you as partners, joint venturers or agent. You shall not act in any manner as our agent or representative.

15. AUTHORITY; COMPLIANCE WITH APPLICABLE LAW. You represent and warrant that you have full power and authority to enter into this agreement, and that all activities conducted hereunder shall be in full compliance with the requirements of all applicable federal, state and local laws, regulations and ordinances.

All the terms and conditions above are hereby accepted and agreed to as of the date indicated.

School Board of Palm Beach County Florida

Date: 12/7/09

By: [Signature]

Monroe Benaim, M.D.

Date: 12/4/09

Title: Chairman of the School Board

By: [Signature]

Arthur C. Johnson, Ph.D.

Title: Superintendent

As project director, I have read and understood this agreement.

Date: 12/4/09

By: [Signature]

Eric Stern, M.S.

Title: Administrator

Reviewed and Approved
as to Legal Sufficiency

[Signature]

THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
Robert Wood Johnson Foundation Healthy Kids/Healthy Communities
Secondary Curriculum FY 11
Date: May 19, 2011

Award		Working				
Year	Description	Budget		Used	Balance	
12/15/2009 - 12/14/2010 Year 1						
2010	Administrator	29,488.00	1	13,454.13	16,033.87	RW Johnson Foundation
2010	Other Support Personnel	19,310.00	1		19,310.00	"
2010	Part Time in System	1,200.00	1	318.47	881.53	"
2010	Overtime	3,000.00	1	1,851.09	1,148.91	"
2010	Benefits	16,730.00	1	4,526.29	12,203.71	"
2010	Travel-out of county	1,143.00	1	1,143.00	0.00	Quantum Foundation
2010	Travel-in county	632.50	1	632.50	0.00	"
2010	Travel-out of state	948.40	1	948.40	0.00	"
2010	Repair and Maintenance	2,386.00	1	2,386.00	0.00	"
2010	Other Purchased Services	0.00	1		0.00	"
2010	Supplies	8,110.09	1	8,110.09	0.00	"
2010	Furniture & Fixt.	841.50	1	841.50	0.00	"
2010	Supplies	0.00	1		0.00	Palm Healthcare Foundation

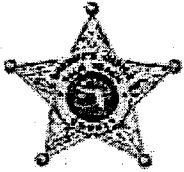
83,789.49	34,211.47	49,578.02
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12/15/2010 - 12/14/2011 Year 2						
2010	Administrator	29,488.00	2	11,650.00	17,838.00	RW Johnson Foundation
2010	Other Support Personnel	28,348.00	2		28,348.00	"
2010	Part Time in System		2	154.26	(154.26)	"
2010	Overtime	3,000.00	2	2,754.22	245.78	"
2010	Benefits	19,468.00	2	4,826.70	14,641.30	"
2010	Consultants	500.00	2	500.00	0.00	Quantum Foundation
2010	Travel-out of county	0.00	2		0.00	"
2010	Travel-in county	1,367.50	2	520.10	847.40	"
2010	Travel-out of state	3,253.15	2	671.60	2,581.55	"
2010	Repair and Maintenance	0.00	2		0.00	"

2010	Other Purchased Services	0.00	2		0.00	"
2010	Supplies	0.00	2		0.00	"
2010	Furniture & Fixt.	902.02	2		902.02	"
2010	Supplies	23,576.00	2	10,467.46	13,108.54	Palm Healthcare Foundation
2010	Furniture & Fixt.	1,424.00	2	1,424.00	0.00	

111,328.67	32,968.34	78,360.33
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195,116.16	67,179.81	127,936.35
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PALM BEACH COUNTY SHERIFF'S OFFICE STATE LAW ENFORCEMENT TRUST FUND AGREEMENT

THIS AGREEMENT is entered into by and between Palm Beach County School District, with headquarters in West Palm Beach, Florida (hereinafter referred to as the "Recipient"), and Palm Beach County Sheriff's Office, (hereinafter referred to as the "Agency").

WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these award funds to provide the services identified herein; and

WHEREAS, the Agency has the authority to award these funds to the Recipient based upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, the Agency and the Recipient do mutually agree as follows:

1. **SCOPE OF WORK**

The Recipient shall fully perform its obligations in accordance with the State Law Enforcement Trust Fund (LETf) Donation Application, "Attachment A" of this Agreement, incorporated as if fully stated herein.

2. **PERIOD OF AGREEMENT**

This Agreement shall begin 01/01/2011 and shall end 12/31/2011, unless terminated earlier in accordance with the provisions of Paragraph (3) or (9) of this Agreement.

3. **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Notwithstanding, Recipient shall request prior approval for any program or budget modifications which deviate from the approved program and/or budget. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto.

4. **RECORDKEEPING**

- (a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date of submission of the Final Program Evaluation Form.
- (b) The Recipient shall maintain all records for the Recipient in a form sufficient to determine compliance with its obligations and objectives as set forth in the LETf Donation Application, Attachment A.
- (c) The Recipient, its employees or agents, shall allow access to its records at reasonable times to the Agency. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

5. **REPORTS**

- (a) At a minimum, the Recipient shall provide the Agency with semi-annual Program Evaluation reports, utilizing the Program Evaluation Form attached to this Agreement as "Attachment B". These reports shall include the current status and progress by the Recipient in completing the work described in "Attachment A" and the expenditure of funds under this Agreement, in addition to such other pertinent information as requested by the Agency.

- (b) The Program Evaluation Form, included in "Attachment B", is due to the Agency no later than 30 days after the end of both the first and second semi-annual reporting periods. The first semi-annual period is defined as January 1 through June 30. The second semi-annual period is defined as July 1 through December 31.
- (c) The Accounting of Funds form, included in "Attachment C", is due 60 days after the earlier of termination of this Agreement or upon completion of the activities funded by this Agreement.
- (d) If any report or form required to be submitted by Recipient is not submitted to the Agency or is not completed in a manner acceptable to the Agency, the Agency may withhold consideration for future awards.
 - (1) "Acceptable to the Agency" means that the report or form is fully completed and/or that the funded activities were completed in accordance with "Attachment A".
 - (2) The Recipient shall provide such additional program updates, reports or information as may be required by the Agency.

6. MONITORING

- (a) The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that the Recipient's commitments included in "Attachment A" are accomplished within the specified award amount.
- (b) By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Agency to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Agency. In addition, the recipient agrees that the Agency has the authorization to monitor the performance and financial management of the Recipient in regard to the commitments in this Agreement throughout the contract term to ensure timely completion of all tasks.

7. LIABILITY

By its approval of Recipient's LETF Donation Application or the granting of LETF funds to the Recipient, the Agency does not and shall not assume any liability associated with the Recipient's use of the donated funds. Further, Recipient shall indemnify and hold harmless the Agency, its officers, employees, agents, servants, designees, and representatives against all claims, of whatever nature, by third parties arising out of the performance of the activities funded under this agreement.

At no time shall Recipient represent to any third party that Recipient is an officer, agent, employee, or representative of the Agency. In addition, nothing in this Agreement shall be deemed or construed as creating or giving rise to any right in any third parties or persons other than the parties hereto.

8. DEFINITION OF "EVENT OF DEFAULT"

- (a) Any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Agency that was at any time false or misleading in any respect, or if the Recipient fails to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Agency and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
- (b) If any reports required by this Agreement have not been submitted to the Agency or have been submitted with incorrect, incomplete or insufficient information;
- (c) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement;
- (d) A misuse of funds by Recipient;

- (e) A lack of compliance with applicable rules, laws and regulations;
- (f) A refusal by the Recipient to permit Agency access to any document, paper, letter, or other material subject to disclosure under this Agreement or necessary to determine compliance with this Agreement.

9. REMEDIES

- (a) Upon an Event of Default, the Agency may, at its option and upon written notice to the Recipient, exercise any one or more of the following remedies:
 - (1) requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, including a reasonable time period for Recipient to respond.
 - (2) issuing a written warning to advise that more serious measures may be taken if the situation is not corrected within a reasonable time period to be determined by the Agency,
 - (3) advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - (4) requiring the Recipient to reimburse the Agency for the amount of costs incurred for any items determined to be ineligible;
 - (5) Commence an appropriate legal or equitable action to collect monetary damages or enforce performance of this Agreement;
 - (6) Terminate this Agreement;
 - (7) Exercise any other rights or remedies which may be otherwise available under law.

10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, and may be made both by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to a copy of this Agreement.

PBSO:
With a copy to:
With a copy to:

Ric L. Bradshaw, Sheriff
Dale Sisson
Colonel Joe Bradshaw, Esq.
Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Dr. Constance Tuman-Rugg
Palm Beach County School District
3300 Forest Hill Blvd. C-225
West Palm Beach, FL 33406

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided above.

11. TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

12. ATTACHMENTS

Attachment A – Application, Financial Application, Budget Narrative, and Application Certification
Attachment B – Program Evaluation and Program Evaluation Certification
Attachment C – Accounting of Funds

13. STANDARD CONDITIONS

- (a) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:
 - (1) have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (2) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 15(a)1; and
 - (3) have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- (b) Where the Recipient is unable to certify to any of the statements, such Recipient shall attach an explanation to this Agreement.

14. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie in Palm Beach County, Florida.

15. LICENSING AND PERMITTING

Recipient shall not utilize any subcontractors, consultants, or employees to perform any activities funded under this agreement unless such subcontractors, consultants, or employees have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

16. ENTIRETY OF CONTRACTUAL AGREEMENT

The Agency and Recipient 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 in accordance with paragraph 3.

17. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:

Recipient Official Name

BY: _____
Name and Title:

Date: _____

FEID # 59-6000783

AGENCY:

PALM BEACH COUNTY SHERIFF'S OFFICE

BY: _____
Ric L. Bradshaw, Sheriff

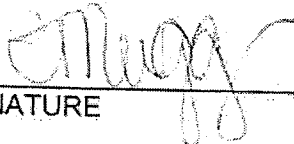
Date: _____



**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

Attachment A

APPLICATION

1. Legal name of
Organization: Palm Beach County School District
NAME
2. Address: 3300 Forest Hill Blvd C-225
STREET ADDRESS
West Palm Beach, FL 33406
CITY, STATE, ZIP
3. Executive Director: Dr. Constance Tuman-Rugg
NAME

SIGNATURE
(561)434-8000 tuman@palmbeach.k12.fl.us
TELEPHONE NUMBER E-MAIL ADDRESS
FEID #: 59-6000783
4. Fiscal Agent: School District of Palm Beach County
NAME

SIGNATURE

()
TELEPHONE NUMBER E-MAIL ADDRESS
5. Date: March 1, 2011
DATE



PALM BEACH COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT TRUST FUND DONATION

Attachment A

Organization Name: School District of Palm Beach County

LETF Funding Request (MUST match total on Financial Application): \$10,000

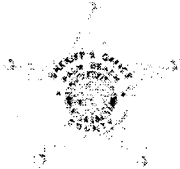
1. What service will your organization provide through the use of Law Enforcement Trust Funds?

- ☐ School Resource Officers
- ☐ Drug Treatment Program
- ☐ Crime Prevention
- ☒ Safe Neighborhood
- ☐ Drug Abuse Education
- ☐ Drug Prevention Programs

2. Organization Purpose: The School Board of Palm Beach County is committed to excellence in education and preparation of all our students with the knowledge, skills and ethics required for responsible citizenship and productive employment.

3. Provide a brief summary of program's activities/services to be funded: The School District of Palm Beach County received the Robert Wood Johnson Foundation's Healthy Kids, Healthy Communities grant in January of 2010. The long-term goals for this initiative are to maintain an effective public/private partnership, to serve as a catalyst for action, and to increase access to healthy food and active living opportunities for low-income children, youth and families in one of our county's most vulnerable areas. Funding from the Law Enforcement Trust Fund will be used to purchase fencing to additionally secure the school apart from the play spaces that are being opened to the community. This will assist in reducing vandalism, help the school board police in monitoring the areas and prevent children from entering unsupervised areas.

4. What results are you committed to achieving? The Healthy Kids, Healthy Communities Coalition is committed to reducing obesity in the target areas of Lake Worth, Palm Springs and Greenacres, FL. The coalition believes that we can create additional opportunities for physical activity by opening existing play spaces on school campuses. The coalition is committed to accomplishing this goal while keeping school campuses secured and to create positive experiences for all who are involved in the project. With the additional funds from the Law Enforcement Trust fund, the coalition believes that the fencing will help to keep children safe and active while maintaining the security of the schools and discouraging vandalism.



**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

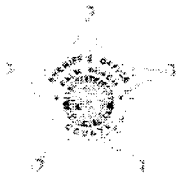
Attachment A

FINANCIAL APPLICATION

Period Covered (one year) From: 01/01/2011

To: 12/31/2011

No.	Expense	Program Total	LET Request	LET
1.	Salaries	\$ 136,840	\$ 0	0%
2.	Employee Benefits/Payroll Taxes	\$18,184	\$ 0	0%
3.	Professional Fees	\$3,000	\$ 0	0%
4.	Occupancy/Utilities	\$16,200	\$ 0	0%
5.	Telephone	\$1,000	\$ 0	0%
6.	Postage/Shipping	\$1,000	\$ 0	0%
7.	Printing & Publications	\$1,500	\$ 0	0%
8.	Supplies	\$ 22,500	\$ 10,000	44.4%
9.	Travel	\$5,900	\$ 0	0%
10.	Meetings	\$0	\$ 0	0%
11.	Miscellaneous Expenses	\$3,455	\$ 0	0%
	Total Expenses	\$209,579	\$ 10,000	4.7%



**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

Attachment A

Budget Narrative

Provide detailed description for each expense listed on the Financial Application.
You may attach additional sheets if necessary.

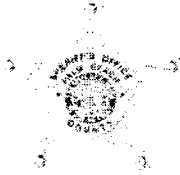
Salaries (list employees and individual compensation): Not applied for.

Professional Fees (list vendor and type of service provided): Not applied for.

Occupancy/Utilities (list utilities): Not applied for.

Telephone (provide telephone numbers): Not applied for.

Printing & Publications (list type of material): Not applied for.



**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

Attachment A

Supplies (list supplies/equipment): _____

Fencing to secure one school separate from the play areas: \$10,000 _____

Travel (individuals traveling, destination and purpose): Not applied for. _____

Meetings (attendees, purpose, items needed for meeting): Not applied for. _____

Miscellaneous Expense (specify items): Not applied for. _____



**PALM BEACH COUNTY SHERIFF'S OFFICE
STATE LAW ENFORCEMENT
TRUST FUND DONATION**

Attachment B

Program Evaluation Form

Legal Name & Address of Recipient: _____

Date of LETF Award: _____

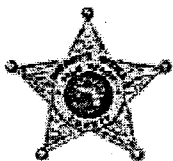
Reporting Period: ☐ Jan-Jun ☐ Jul-Dec ☐ Final

Please provide a review of the funded program efforts covering the prior 180 days of activity. The review should include the following:

- A status report of how the funds have been spent
- A review of related program activity
- Any changes from the original, approved application/budget plan submitted
- Any problems encountered in programmatic/budget activity.\
- If this is a final report, it must be accompanied by the "Accounting of Funds Form"

Please utilize the attached forms.

**Forward This Report to:
Dale Sisson, Contracts Grants Manager
c/o Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406**



PALM BEACH COUNTY SHERIFF'S OFFICE
STATE LAW ENFORCEMENT
TRUST FUND DONATION

Attachment B

PROGRAM EVALUATION

Period Covered (6 months) From: ____/____/____ To: ____/____/____

No.	Expense Category	Total Awarded	Expenditure for this Period	Remaining Balances per Category
1.	Salaries	\$	\$	\$
2.	Employee Benefits/Payroll Taxes	\$	\$	\$
3.	Professional Fees	\$	\$	\$
4.	Occupancy/Utilities	\$	\$	\$
5.	Telephone	\$	\$	\$
6.	Postage/Shipping	\$	\$	\$
7.	Printing & Publications	\$	\$	\$
8.	Supplies	\$	\$	\$
9.	Travel	\$	\$	\$
10.	Meetings	\$	\$	\$
11.	Miscellaneous Expenses	\$	\$	\$
	Totals	\$	\$	\$



PALM BEACH COUNTY SHERIFF'S OFFICE
STATE LAW ENFORCEMENT
TRUST FUND DONATION

Attachment B

Please describe program activities during the past 6 month period:

Please describe program modifications/budget modifications made since time of original application:

Please describe any problems which have been encountered in the past six months regarding programmatic/budget operations:



PALM BEACH COUNTY SHERIFF'S OFFICE
STATE LAW ENFORCEMENT
TRUST FUND DONATION

Attachment B

Special Notes:



**PALM BEACH COUNTY SHERIFF'S OFFICE
STATE LAW ENFORCEMENT
TRUST FUND DONATION**

Attachment B

Program Evaluation Certification

I hereby certify that all of the information provided is true, correct, and complete to the best of my knowledge.

Name (please print)

Title (please print)

Signature

Date

NOTARY SECTION:

State of Florida

County of Palm Beach

The foregoing Program Evaluation Form was acknowledged and subscribed before me this _____ day of _____, 20__ by _____ (name of individual) as _____ (title) of _____ (name of organization/ agency), who is personally known to me or who produced _____ as identification.

Notary Public

My Commission Expires:



Attachment C

ACCOUNTING OF FUNDS
STATE LAW ENFORCEMENT TRUST FUND RECEIPTS

RECIPIENT AGENCY: _____
AMOUNT: _____
PBSO CHECK #: _____
CHECK DATE: _____

DATE	CHECK #	PAYEE	EXPENSE TYPE	DESCRIPTION OF ITEMS PURCHASED	AMOUNT

DATE	CHECK #	PAYEE	EXPENSE TYPE	DESCRIPTION OF ITEMS PURCHASED	AMOUNT

TOTAL	
FUNDING FROM LETF	
DIFFERENCE	

AUTHORIZED SIGNATURE

TITLE

DATE

CHECKS, INVOICES, RECEIVING DOCUMENTATION, ETC. MUST BE AVAILABLE TO PBSO UPON REQUEST.

Please Return to: Dale Sisson
Contracts/Grants Manager
3228 Gun Club Road
Palm Beach County Sheriff's Office
West Palm Beach, FL 33406

Proof of Liability Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/14/2011
PRODUCER: (561)994-9994 FAX (561)997-7087 The Beacon Group, Inc. 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton, FL 33487-2730		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: School District of Palm Beach Co. 3370 Forest Hill Blvd. Suite A-103 West Palm Beach, FL 33406		INSURERS AFFORDING COVERAGE INSURER A: School District of Palm Beach County INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

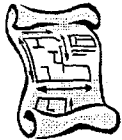
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR *200,000 PER PERSON *300,000 PER OCCURRENCE GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 200,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMP/OP AGG \$ included
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ 200,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ included
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	\$1,000,000 LEGISLATIVE CLAIMS BILL FLA STATUTE 768.29	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	FLA STATUTE 768.28	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 This certificate supercedes and voids all previous certificates. The School Board of Palm Beach County is self insured under the laws of the State of Florida for the above limits for full tort liability based on Florida Sovereign Immunity limits under F.S. 768.28. Excess bodily injury & property damage liability is limited to legislative claims under F.S.768.28. Excess bodily injury & property damage jurisdictions.

CERTIFICATE HOLDER Palm Beach County Parks & Recreation BB Swan 2700 6th Avenue South Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Donald Dresback, CPCU, ARM/1 <i>Donald Dresback</i> A072032
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Three Vendor Quotes

- Mullings Engineering Services
- Wynn and Sons Environmental Construction Co.
- Hatcher Construction and Development



Mullings Engineering Services, LLC.
Engineering Contractor and Construction Management

School District of Palm Beach County
Facilities Services
3300 Summit Blvd.
West Palm Beach, FL 33406

June 21, 2011

Re: Berkshire Elementary School – Fitness Trail
Quote per the Contract# 10C-26K

SUBJECT: Proposal

Attention: Mr. Ken Trochet
Facilities Coordinator II

Mullings Engineering Services, LLC herein respectfully submit this proposal for the above referenced project.
Note no plans were provided.

Scope of Work:

Furnish labor, material and equipment to install a 3 ft asphalt fitness trail at the above referenced locations.

GROUP A - CLEARING					
Item	Description	Unit	Est Qty	Unit Price	Grand Total Price
1	Topsoil stripping, stockpiled on-site	c.y.	120	\$4.00	\$480.00

GROUP B - EARTHWORK					
Item	Description	Unit	Est Qty	Unit Price	Grand Total Price
1	Excavation of Cut Areas to Stockpile	c.y.	120	\$6.00	\$720.00
4	Load and Haul Excavated Material				
	20-30 miles	c.y.	120	\$10.50	\$1,260.00

GROUP C – PAVING – All work shall be in accordance with latest FDOT standards.					
Item	Description	Unit	Est Qty	Unit Price	Grand Total Price
1	Subgrade				
	12" Subgrade, stabilized (LBR 40)	s.y.	550	\$4.00	\$2,200.00
2	Base Course, Primed				
	Limerock, 6" compacted thickness	s.y.	550	\$10.50	\$5,775.00
3	Asphalt Concrete Surface Course (New Paving – Compacted Thickness)				
	1" Type S-3	s.y.	550	\$9.50	\$5,225.00
5	Mobilization, East of Twenty-Mile Bend	ea	2	\$2,000	\$4,000.00

TOTAL GROUP COST	\$19,660.00
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Note: No plans was provided, items quoted includes only items discussed at the site meeting held on June 21, 2011 at 6:30am at the above location.

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC



7268 BELVEDERE RD.
WEST PALM BEACH, FL. 33411
561-686-6077
561-686-2433 FAX

GROUP A - CLEARING					
Item	Description	Unit	Est Qty	Unit Price	Grand Total Price
1	Topsoil stripping, stockpiled on-site	c.y.	120	\$2.75	\$330.00
GROUP B - EARTHWORK					
Item	Description	Unit	Est Qty	Unit Price	Grand Total Price
1	Excavation of Cut Areas to Stockpile	c.y.	120	\$2.75	\$330.00
4	Load and Haul Excavated Material				
	20-30 miles	c.y.	120	\$9.50	\$1,140.00
GROUP C - PAVING - All work shall be in accordance with latest FDOT standards.					
Item	Description	Unit	Est Qty	Unit Price	Grand Total Price
1	Subgrade				
	6" Subgrade, stabilized (LBR 40)	s.y.	550	\$2.75	\$1,512.00
2	Base Course, Primed				
	Limerock, 6" compacted thickness	s.y.	550	\$9.75	\$5,362.00
3	Asphalt Concrete Surface Course (New Paving - Compacted Thickness)				
	1" Type S-3	s.y.	550	\$7.20	\$3,960.00
5	Mobilization, East of Twenty-Mile Bend	ea	2	\$2,200	\$4,400.00

				TOTAL GROUP COST	\$17,034.00
--	--	--	--	-----------------------------	--------------------

Respectfully,
Rick Volpe gm



HATCHER

CONSTRUCTION & DEVELOPMENT

Hatcher Construction & Development, Inc.
1020 S. Federal Highway, Suite #102
Delray Beach, FL 33483
Tel: 561-330-2621
Fax: 561-330-2670

PROPOSAL (walking trail)

Submitted To:

Erica Whitfield
Project Coordinator
RWJF Healthy Kids, Healthy Communities Project
The School District of Palm Beach County
3300 Forest Hill Blvd C-225
West Palm Beach, FL 33406

GROUP A - CLEARING					
Item	Description	Unit	Est Qty	Unit Price	Grand Total Price
1	Topsoil stripping, stockpiled on-site	c.y.	120	\$5.00	\$600.00

GROUP B - EARTHWORK					
Item	Description	Unit	Est Qty	Unit Price	Grand Total Price
1	Excavation of Cut Areas to Stockpile	c.y.	120	\$10.00	\$1,200.00
4	Load and Haul Excavated Material				
	20-30 miles	c.y.	120	\$13.00	\$1,560.00

GROUP C - PAVING - All work shall be in accordance with latest FDOT standards.					
Item	Description	Unit	Est Qty	Unit Price	Grand Total Price
1	Subgrade				
	6" Subgrade, stabilized (LBR 40)	s.y.	550	\$6.00	\$3,300.00
2	Base Course, Primed				
	Limerock, 6" compacted thickness	s.y.	550	\$15.00	\$8,250.00
3	Asphalt Concrete Surface Course (New Paving - Compacted Thickness)				
	1" Type S-3	s.y.	550	\$10.00	\$5,500.00
5	Mobilization, East of Twenty-Mile Bend	ea	2	\$2,500	\$5,000.00

TOTAL GROUP
COST

\$25,410.00

Please contact our office with any questions or comments.