

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 27, 2016

☒ [X]
☐ []

 Consent
 Workshop

☐ []
☐ []

 Regular
 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: The following agreements to implement different community improvement projects and initiatives through the Office of Community Revitalization's America's Next Top Neighborhood Grant Program for a total amount of One Hundred and Thirty Thousand Eight Hundred Fifty Dollars (\$130,850): **A)** an Agreement with Monica Brown - Citizen Villas located in Pahokee in an amount not-to-exceed \$5,000 to purchase items for a community park project; **B)** an Agreement with Cabana Colony Residents League, Inc. in an amount not-to-exceed \$5,000 to purchase items for a community clean-up project; **C)** an Agreement with Friends of Palm Beach, Inc. in an amount not-to-exceed \$5,000 to purchase items for a community beautification project; **D)** an Agreement with Loxahatchee Groves Landowners Association in an amount not-to-exceed \$1,700 to purchase items for a community beautification and banner project; **E)** an Agreement with Memory Trees Corporation in an amount not-to-exceed \$5,700 to purchase items for a community garden and pavilion project; **F)** an Agreement with Office Depot Foundation, Inc. in an amount not-to-exceed \$5,000 to purchase items for a community park improvement project; **G)** an Agreement with Paint Your Heart Out Palm Beach County, Inc. in an amount not-to-exceed \$5,000 to purchase items for a community beautification project; **H)** an Agreement with Palm Beach Central High School in an amount not-to-exceed \$5,000 to purchase items for a community beautification project; **I)** an Agreement with Rebuilding Together of the Palm Beaches, Inc. in an amount not-to-exceed \$5,000 to purchase items for a community beautification project; **J)** an Agreement with Violet Howard - Lake Worth West Park located in Lake Worth in an amount not-to-exceed \$5,000 to purchase items for a community outreach and Little Free Library project; **K)** an Agreement with Whispering Palms Neighborhood Association, Inc. in an amount not-to-exceed \$4,000 to purchase items for a community beautification project; **L)** an Agreement with City of South Bay in an amount not-to-exceed \$5,000 to purchase items for a community farmers market project; **M)** an Agreement with Cartheda Mann - Senior Citizen Nursing Homes located in Belle Glade, Pahokee and South Bay in an amount not-to-exceed \$5,000 to purchase items for a community emergency preparedness outreach project; **N)** an Agreement with Community Faith Outreach Ministries, Incorporated in an amount not-to-exceed \$5,000 to purchase items for a community beautification project; **O)** an Agreement with Cottages of Lake Worth, Inc. in an amount not-to-exceed \$5,000 to purchase items for a community outreach project; **P)** an Agreement with Friends of the Library of the City of Lake Worth, Florida, Inc. and Neighborhood Association President's Council, Inc. in an amount not-to-exceed \$8,200 to purchase items for a "school zone" (\$3,200) and Little Free Library project (\$5,000); **Q)** an Agreement with Limestone Creek Advocates, Inc. in an amount not-to-exceed \$12,900 to purchase items for community capacity, safety and outreach projects; **R)** an Agreement with Neighbors Helping Neighbors Project, Inc. in an amount not-to-exceed \$400 to file for 501(c)(3) tax exempt status; **S)** an Agreement with Northwood Harbor Association, Incorporated in an amount not-to-exceed \$2,400 to purchase items for a community outreach project and to file for 501 (c)(3) tax exempt status; **T)** an Agreement with Operation Reboot, Inc. in an amount not-to-exceed \$400 to file for 501 (c)(3) tax exempt status; **U)** an Agreement with Glades Interagency Network, Inc. in an amount not-to-exceed \$4,700 to file for 501(c)(3) tax exempt status and purchase items for community outreach events; **V)** an Agreement with The Glades Initiative Inc. in an amount not-to-exceed \$4,600 to purchase items for a community outreach project; **W)** an Agreement with Neighborhood Association President's Council, Inc. in an amount not-to-exceed \$5,000 to purchase items for a street banner project; **X)** an Agreement with Royal Poinciana Neighborhood Association, Inc. in an amount not-to-exceed \$2,150 to purchase items for a community clean-up and outreach project; **Y)** an Agreement with Tropical Ridge Neighborhood Association, Inc. in an amount not-to-exceed \$5,000 to purchase items for a community outreach project; **Z)** an Agreement with Luz Torres - 300 block of Annona Ave. located in Pahokee in an amount not-to-exceed \$2,800 to purchase items for a community outreach project; **AA)** an Agreement with Lake Worth Eden Neighborhood Association, Inc. in an amount not-to-exceed \$1,900 to purchase items for a crime watch project; **BB)** an Agreement with Lantana Homes Homeowners Association, Inc. in an amount not-to-exceed \$5,000 to purchase items for a community park project; **CC)** an Agreement with Residents of Lake Osborne Heights, Inc. in an amount not-to-exceed \$2,000 to purchase items for a community crime watch project; and **DD)** an Agreement with Vernon Heights Property Owners Association, Inc. in an amount not-to-exceed \$2,000 to purchase items for a community crime watch project.

Summary, Background and Justification: (Continued on Page 3).

Attachments:

1. America's Next Top Neighborhood Grant Program List by Category
2. Grant Agreements

Recommended by: *[Signature]*

Department Director

9/21/2016

Date

Approved By: *[Signature]*

Assistant County Administrator

9/22/16
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Grant Expenditures	_____	<u>130,850</u>	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>130,850</u>	=====	=====	=====

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included In Proposed Budget? Yes X No _____

Budget Account No.: Fund 1401 Department 610 Unit X089 Object 8201

Reporting Category

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

Funds for these projects are available in the REAP/Community Connect Initiatives account. Unused funds will remain in this account for the continued implementation of the program.

C. Departmental Fiscal Review:

Not Negative

III. REVIEW COMMENTS

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

[Signature] 9/12/16
OFMB 9/10/16

[Signature] 9/16/16
Contract Dev. and Control
9/14/16

B. Legal Sufficiency:

[Signature] 9/22/16
Assistant County Attorney

C. Other Department Review:

Department Director

Continued from Page 1

Summary: The America's Next Top Neighborhood Grant (ANTNG) is a Program created under the Resident Education to Action Program (REAP) to provide funding for eligible neighborhood improvement projects and initiatives. The Program was created as an incentive for neighborhood groups and individuals to become partners with County government in the betterment of the community. For the ANTNG FY 2016 funding cycle, the OCR implemented two (2), five (5) week REAP sessions. One session was conducted in the Glades/Lake Region from January 28 through February 25, 2016 and the other session was held in central Palm Beach County from March 8 through April 5, 2016. Upon completion of the two sessions, OCR staff and the REAP Steering Committee evaluated the fifty six (56) applications that were received. Thirty (30) projects are recommended for funding in an amount totaling One Hundred and Thirty Thousand Eight Hundred Fifty Dollars (\$130,850). The projects will be completed in FY 2017 and include a variety of activities. Staff is requesting BCC approval of the Agreements and related funding. All funds will be drawn from the general REAP/Community Connect Initiative account. Countywide (DW)

Background and Justification: The Resident Education to Action Program (REAP) is a five (5) week, hands-on educational course on community revitalization and civic leadership development for residents and neighborhood organizations that are seeking to improve the quality of life within their communities. The Program is open to all residents from both incorporated and unincorporated Palm Beach County. In September of 2005, the BCC authorized the OCR to make all REAP participants eligible for the America's Next Top Neighborhood Grant (ANTNG) Program funding. The ANTNG Program provides reimbursable grants of up to \$5,000 to individuals, neighborhood-based groups and/or organizations for projects and initiatives that promote neighborhood improvement, beautification and community identity, community engagement, help reenergize existing organizations and/or create new ones, and develop safe and healthy neighborhoods.

In April of this year, the OCR and REAP Steering Committee evaluated the fifty-six (56) applications that were submitted in the ANTNG FY 2016 funding cycle. Thirty (30) projects are recommended for funding in an amount totaling One Hundred and Thirty Thousand Eight Hundred Fifty Dollars (\$130,850). The projects will be completed in FY 2017 and consist of various activities within the four eligible categories as per Attachment 1. The eligible categories and sample activities include the following:

1. Neighborhood Improvement/Beautification Projects: Clean Up Projects, Landscape/Aesthetic Improvement Project, Community gardens/benches, Exterior painting on clusters of homes
2. Neighborhood Organizing/Community Engagement Projects: Projects promoting neighborhood unification, Obtaining 501c3 designation (incorporated groups only), Newsletters, Community organizing events related to neighborhood revitalization
3. Neighborhood Identification Projects: Community Bulletin Boards, Unified Address Plaques & Uniformed Address Numbers, Uniformed Mailboxes
4. Safety and Environmental Improvement Neighborhood Projects: Security Lighting, Lake and canal Improvement projects, Unified Trash cans, Crime prevention/ Crime Watch projects

BCC approval of the Agreements is recommended.

**Resident Education to Action Program (REAP)
America's Next Top Neighborhood Grant Program
Recommended FY 2016 Projects by Category**

Category Description		Organizations/Individuals	
1	Neighborhood Improvement/Beautification Projects	Monica Brown	A
		Cabana Colony Residents League, Inc.	B
		Friends of Palm Beach, Inc.	C
		Loxahatchee Groves Landowners Association*	D
		Memory Trees Corporation	E
		Office Depot Foundation, Inc.	F
		Paint Your Heart Out Palm Beach County, Inc.	G
		Palm Beach Central High School	H
		Rebuilding Together of the Palm Beaches, Inc.	I
		Violet Howard	J
		Whispering Palms Neighborhood Association, Inc.	K
2	Neighborhood Organizing/Community Engagement Projects	City of South Bay	L
		Cartheda Mann	M
		Community Faith Outreach Ministries, Incorporated	N
		Cottages of Lake Worth, Inc.	O
		Friends of the Library of the City of Lake Worth, Florida, Inc. and Neighborhood Association President's Council, Inc.*	P
		Limestone Creek Advocates, Inc.*	Q
		Neighbors Helping Neighbors Project, Inc.	R
		Northwood Harbor Association, Incorporated	S
		Operation Reboot, Inc.	T
		Glades Interagency Network, Inc.	U
		The Glades Initiative Inc.	V
3	Neighborhood Identification Projects	Neighborhood Association President's Council, Inc.	W
		Royal Poinciana Neighborhood Association, Inc.	X
		Tropical Ridge Neighborhood Association, Inc.	Y
		Luz Torres	Z
		Lake Worth Eden Neighborhood Association, Inc.	AA
		Lantana Homes Homeowners Association, Inc.	BB
4	Safety and Environmental Improvement Neighborhood Projects	Residents of Lake Osborne Heights, Inc.	CC
		Vernon Heights Property Owners Association, Inc.	DD

*Note: Organization/individual's project is eligible under two different categories.

**AGREEMENT BETWEEN PALM BEACH COUNTY AND MONICA BROWN FOR THE
COMMUNITY PARK PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Monica Brown, hereinafter referred to as "AWARDEE".

W I T N E S S E T H:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on January 28, 2016 to February 25, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of repairing and installing new playground equipment at Citizen Villas located on Boone Ave. Pahokee, FL, hereinafter referred to as the "Community Park Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Park Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Park Project; and

WHEREAS, implementation of AWARDEE's Community Park Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Park

Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is

defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

20. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless

Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

21. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Monica Brown
501 E. Jordan Blvd.
Pahokee, FL 33476

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

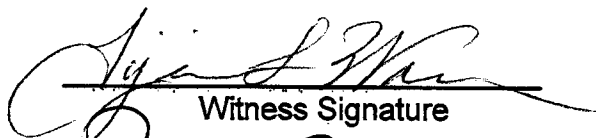
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By _____
Mary Lou Berger, Mayor


WITNESSES:

AWARDEE

(Monica Brown)



Witness Signature



Witness Signature

By: Monica Brown
Monica Brown (printed name)

Monica Brown
Monica Brown (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

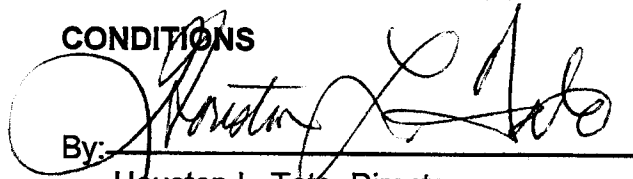

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Monica Brown

Project Title:

Community Park Project

Area Location:

Project will be located on Boone Avenue, Pahokee, FL 33467

Project Description:

The proposed project consist of repairing and installing new playground equipment at Citizen Villas located on Boone Ave. Pahokee, FL. The City of Pahokee will assume liability and maintenance of the playground equipment. This park is open to the public.

Equipment to be purchased:

Playground Equipment

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____ Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Monica Brown ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Monica Brown which consists of repairing and installing new playground equipment at Citizen Villas located on Boone Ave., Pahokee, FL, hereinafter referred to as the "Community Park Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.


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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Monica Brown

Name: Monica Brown

Signature:  Date: 7/15/2016

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: MONICA BROWN

PROJECT DESCRIPTION:

The proposed project consist of repairing and installing new playground equipment at Citizen Villas located on Boone Ave., Pahokee, FL. The City of Pahokee will assume liability and maintenance of the playground equipment. This park is open to the public.


County funds requested: \$ 5,000.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Monica Brown.

INSURANCE NEEDED: Yes ☒ No ☐

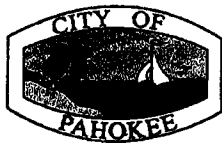
COMMENTS: CERTIFICATE OF INSURANCE SUPPLIED IS ACCEPTABLE
ON BEHALF OF THE PROJECT.


SIGNATURE OF REVIEWER

SCOTT MARTINEZ
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE



207 Begonia Rd.
Pahokee, FL 33476
Phone: (561) 924-5534
Fax: (561) 924-8140

www.cityofpahokee.com

City of Pahokee

Office of the City Manager

Tuesday, March 01, 2016

Chrystal Mathews, Grant Administrator
Mr. Houston Tate, Director
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

COMMISSIONERS

Colin Walkes
MAYOR

Diane L. Walker
VICE MAYOR

Allie H. Biggs
COMMISSIONER

Felisia C. Hill
COMMISSIONER

Nathaniel Holmes
COMMISSIONER

ADMINISTRATION

Chandler Williamson
CITY MANAGER

Tammy Jackson-Moore
DEPUTY CITY MANAGER

Tijauna Warner
CITY CLERK

Gary Brandenburg
CITY ATTORNEY

SUBJECT: City of Pahokee's REAP Grant Commitment to Citizen Villa Project

Dear Ms. Chrystal Mathews and Mr. Tate,

On behalf of the City of Pahokee, I am writing to convey the City's commitment to support the Citizens Villa Project. As part of the REAP grant, we have provided our insurance, as such we are assuming liability strictly for the installation of the playground equipment upon purchase.

Secondly, we recognize that with the possibility of Palm Beach County awarding the City of Pahokee the 5K REAP grant for this project, we commit to achieve the grant requirement that the Citizen Villa Playground project must be completed 1-year from disbursement of funds.

This project was initiated by Citizen Villa residents' feedback that was provide to my administration, we were happy to pursue this playground project to support this particular neighborhood. The City of Pahokee will be selecting the playground installation vendor and manufacturer and fully understand that the purchase of the equipment and installation may exceed the 5K REAP grant and the City of Pahokee will be responsible for any costs exceeding the REAP grant amount.

We are pleased to Ms. Monica Brown, a resident of Citizen Villa, partnering with the City of Pahokee to participate in the OCR REAP program. We hope all of the grant applicants from our community are successful.

If you have any questions related to this grant commitment letter, please don't hesitate to contact me, at (561) 924-5534 or via email at cwilliamson@cityofpahokee.com.

Sincerely,

Chandler F. Williamson
City Manager

cc: Tammy Jackson-Moore, Deputy City Manager

Palm Beach County's Other Coast



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Risk Management, LLC 20 N. Orange Avenue Ste 500 Orlando FL 32801	CONTACT NAME: Diane Crispin PHONE (A/C No. Ext): (407) 445-2414 FAX (A/C No): (407) 445-2868 E-MAIL ADDRESS: diane_crispin@wrmlc.com PRODUCER CUSTOMER ID #: 00000039
INSURED City of Pahokee 207 Begonia Drive Pahokee FL 33476	INSURER(S) AFFORDING COVERAGE INSURER A: Public Risk Management/Wesco NAIC # 25011 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1072300331

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PRM 015-002	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE		PRM 015-002	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ COMP/COLL \$1000 DED. \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PRM 015-002	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

With respects to the listed coverages held by the named insured, as evidence of insurance. As per FL Statute 768.28, governmental entities may not add another party as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County BOCC, a Political Suidiv Florida, it's officers, Employees & Agent 50 South Military Trail West Palm Beach, FL 33415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Andrew Cooper/PATTI
---	--

ACORD 25 (2009/09)
INS025 (200909)

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND CABANA COLONY
RESIDENTS LEAGUE, INC. FOR THE COMMUNITY CLEAN UP PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Cabana Colony Residents League, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 11-3739744.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing and installing dog waste collection bag dispensers throughout the Cabana Colony neighborhood located in Palm Beach Gardens, hereinafter referred to as the "Community Clean-up Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Clean-up Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Clean-up Project; and

WHEREAS, implementation of AWARDEE's Community Clean-up Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Clean-up Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Dennis Conway
Cabana Colony Residents League, Inc.
3633 Dunes Road
Palm Beach Gardens, FL 33410

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

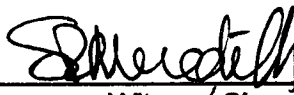
**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

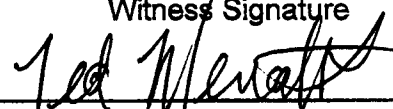
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Mary Lou Berger, Mayor

WITNESSES:



Witness Signature



Witness Signature


**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

AWARDEE

(Cabana Colony Residents League, Inc.)

By: DENNIS W. CONWAY
Dennis Conway, Director (printed name)



Dennis Conway (Signature)

**APPROVED AS TO TERMS AND
CONDITIONS**

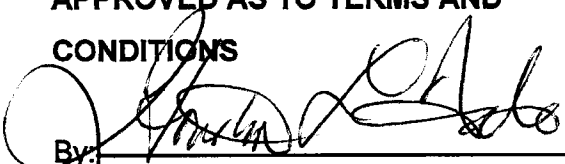

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Cabana Colony Residents League, Inc.

Project Title:

Community Clean Up Project

Area Location:

Project will be located in various areas in Lake Worth.

Project Description:

The proposed project will purchase and install dog waste collection bag dispensers throughout the Cabana Colony neighborhood located in Palm Beach Gardens.

Equipment to be purchased:

Waste Sanitation stations

Dog waste bags

Trash can liners

Bags of concrete mix

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Cabana Colony Residents League, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Cabana Colony Residents League, Inc. which consists of purchasing and installing dog waste collection bag dispensers throughout the Cabana Colony neighborhood located in Palm Beach Gardens, hereinafter referred to as the "Community Clean-up Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

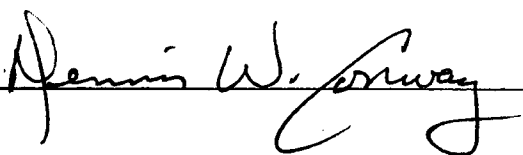
NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Cabana Colony Residents League, Inc.

Name: Dennis Conway, Director

Signature:  Date: 7/15/2016

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: CABANA COLONY RESIDENTS LEAGUE, INC.
PROJECT DESCRIPTION:

The proposed project will purchase and install dog waste collection bag dispensers throughout the Cabana Colony neighborhood located in Palm Beach Gardens.

County funds requested: \$ 5,000.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Cabana Colony Residents League, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☐ No ☒

COMMENTS: WE AGREE TO THEIR INSURANCE WAIVER REQUEST PROVIDED EACH PERSON SIGNS A HOLD HARMLESS WAIVER.


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF PALM BEACH
INC. FOR THE COMMUNITY BEAUTIFICATION PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Friends of Palm Beach Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 30-0845635.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of removing and cleaning up beaches by using a large utility ATV with storage space to haul large quantities of trash bags, hereinafter referred to as the "Community Beautification Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Beautification Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Beautification Project; and

WHEREAS, implementation of AWARDEE's Community Beautification Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDDEE for reimbursement of costs related to the Community Beautification Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Diane Buhler
Friends of Palm Beach Inc.
214 Alhambra Place
West Palm Beach, FL 33405

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

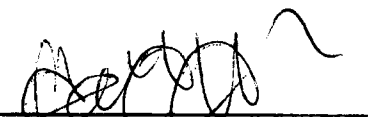
**SHARON R. BOCK, Clerk &
Comptroller**


By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

WITNESSES:

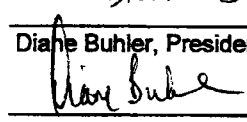


Witness Signature


Witness Signature

AWARDEE

(Friends of Palm Beach Inc.)

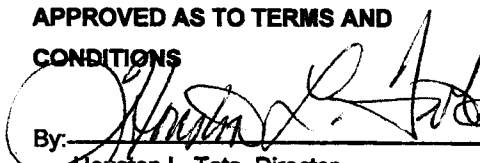
By: Diane Buhler
Diane Buhler, President (printed name)


Diane Buhler (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Friends of Palm Beach Inc.

Project Title:

Community Beautification Project

Area Location:

Project will be located on two beach sites; 105 Clarendon Ave. Palm Beach, FL and North Ocean Blvd, Palm Beach, FL 33480.

Project Description:

The proposed project consists of removing and cleaning up beaches by using a large utility ATV (Utility mule) with storage space to haul large quantities of trash bags. The project will be located on two beach sites; 105 Clarendon Ave. Palm Beach, FL and North Ocean Blvd, Palm Beach, FL 33480. The utility mule will be stored in a locked shed located at 214 Alhambra Place, West Palm Beach, FL 33405.

Equipment to be purchased:

Utility Mule

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 15th day of July, 2016, by Friends of Palm Beach Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Friends of Palm Beach Inc. which consists of removing and cleaning up beaches by using a large utility ATV with storage space to haul large quantities of trash bags, hereinafter referred to as the "Community Beautification Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Friends of Palm Beach Inc.

Name: Diane Buhler, President

Signature: 

Date: 7-15-16

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: FRIENDS OF PALM BEACH INC.

PROJECT DESCRIPTION:

The proposed project consists of removing and cleaning up beaches by using a large utility ATV (Utility mule) with storage space to haul large quantities of trash bags. The project will be located on two beach sites: 105 Clarendon Ave. Palm Beach, FL and North Ocean Blvd. Palm Beach, FL 33480. The utility mule will be stored in a locked shed located at 214 Alhambra Place, West Palm Beach, FL 33405.

County funds requested: \$ 5,000.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Friends of Palm Beach Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☒ NO ☐

COMMENTS: CA is acceptable


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

DIRECTOR, RM
TITLE OF REVIEWER

8/3/16
DATE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 15150 NW 79th Court, Ste 201 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): 954-202-8406 FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Friends of Palm Beach, Inc 214 Alhambra Place West Palm Beach, FL 33405	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>United States Liability Ins</td><td>25895</td></tr><tr><td>INSURER B :</td><td>Hartford Life and Accident Ins</td><td>70815</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	United States Liability Ins	25895	INSURER B :	Hartford Life and Accident Ins	70815	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in N.Y.) If yes, describe under DESCRIPTION OF OPERATIONS below		NPP1566706A	06/26/2016	06/26/2017	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$500,000 PRODUCTS - COMP/OP AGG \$Included \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	CL Group Acc		21SR282321	06/26/2016	06/26/2017	\$10,000/\$100 Ded.

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

Certificate holder, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of
County Commissioners, a Political
Subdivision of the State of
Florida Its Officers, Employees
and Agents

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

AUTHORIZED REPRESENTATIVE



© 1988-2014 ACORD CORPORATION. All rights reserved.

**AGREEMENT BETWEEN PALM BEACH COUNTY AND LOXAHATCHEE GROVES
LANDOWNERS ASSOCIATION FOR THE COMMUNITY BEAUTIFICATION AND
BANNER PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Loxahatchee Groves Landowners Association a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 59-2350906.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted two grant applications for the America's Next Top Neighborhood Award Program, which consists of a) purchasing and installing street banners attached to poles along Okeechobee Blvd. in Loxahatchee Groves; and b) installing palms and benches in a neighborhood park in Loxahatchee Groves, hereinafter referred to as the "Community Beautification and Banner Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Beautification and Banner Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed One Thousand Seven Hundred Dollars (\$1,700.00) to help offset expenses toward AWARDEE's implementation of its Community Beautification and Banner Project; and

WHEREAS, implementation of AWARDEE's Community Beautification and Banner Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed One Thousand Seven Hundred Dollars (\$1,700.00) to AWARDEE for reimbursement of costs related to the Community Beautification and Banner Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 One Thousand Seven Hundred Dollars (\$1,700.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number, invoice date, and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses

normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that 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. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. 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 c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Marge Herzog
Loxahatchee Groves Landowners Association
966 A Road
Loxahatchee, FL 334470

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

WITNESSES:

AWARDEE

(Loxahatchee Groves Landowners Association)

George B. Berger
Witness Signature

By: Marge Herzog Marge Herzog
Marge Herzog, President (printed name)

Khled
Witness Signature

Marge Herzog, Pres
Marge Herzog (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

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



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Loxahatchee Groves Landowners Association, Inc.

Project Title:

Community Beautification and Banner Project

Area Location:

Project will be located on 22nd Road North Loxahatchee Groves, FL.

Project Description:

The proposed projects consist of a) purchasing street banners attached to poles along Okeechobee Blvd. in Loxahatchee Groves; and b) installing palms and benches in a neighborhood park in Loxahatchee Groves. The park is open to the public.

Equipment to be purchased:

Areca palms
Benches
Banners and supporting hardware
Pole brackets

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and Awardee may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement**

County funds recommended:

\$ 1,700



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Loxahatchee Groves Landowners Association ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Loxahatchee Groves Landowners Association which consists of a) purchasing and installing street banners attached to poles along Okeechobee Blvd. in Loxahatchee Groves; and b) installing palms and benches in a neighborhood park in Loxahatchee Groves, hereinafter referred to as the "Community Beautification and Banner Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Loxahatchee Groves Landowners Association

Name: Marge Herzog, President

Signature: Marge Herzog, Pres Date: 7/14/16

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION

PROJECT DESCRIPTION:

The proposed projects consist of a) purchasing street banners attached to poles along Okeechobee Blvd. in Loxahatchee Groves; and b) installing palms and benches in a neighborhood park in Loxahatchee Groves. The park is open to the public.

County funds requested: \$ 1,700

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Loxahatchee Groves Landowners Association a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☐ No ☐

COMMENTS: COI is acceptable


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

Director RM
TITLE OF REVIEWER

8/3/16
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Express.Com 2005 Vista ParkWay Suite 200 West Palm Beach FL 33411	CONTACT NAME: Maria Rodriguez PHONE: (561) 471-9813 FAX: (561) 471-9818 EMAIL: becky@insuranceexpress.com ADDRESS:
INSURED Loxahatchee Groves Land Owners Assoc Inc P.O. Box 96 Loxahatchee FL 33470	INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1671408264 **REVISION NUMBER:**

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

INSURANCE	TYPE OF INSURANCE	ADDL. SUBS. RISK	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X	72527793	12/30/2015	12/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED. RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ITS OFFICERS, EMPLOYEES AND AGENTS ARE LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY. INSURANCE IS PRIMARY AND NON CONTRIBUTORY

CERTIFICATE HOLDER

CANCELLATION

OCR DIRECTOR PALM BEACH COUNTY
C/O OFFICE OF COMMUNITY REVITALIZATION
2300 N JOG RD
WEST PALM BEACH, FL 33411

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

AUTHORIZED REPRESENTATIVE

Maria Rodriguez/BECKY

Maria Rodriguez

ACORD 25 (2014/01)

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND MEMORY TREES
CORPORATION FOR THE COMMUNITY GARDEN AND PAVILLION PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Memory Trees Corporation a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 45-2128932.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted two grant application for the America's Next Top Neighborhood Award Program, which consists of a) purchasing items for an urban farm in the Gramercy Park neighborhood in West Palm Beach; and b) installation of an outdoor pavilion for community gatherings, hereinafter referred to as the "Community Garden and Pavilion Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Garden and Pavilion Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Seven Hundred Dollars (\$5,700.00) to help offset expenses toward AWARDEE's implementation of its Community Garden and Pavilion Project; and

WHEREAS, implementation of AWARDEE's Community Garden and Pavilion Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Seven Hundred Dollars (\$5,700.00) to AWARDEE for reimbursement of costs related to the Community Garden and Pavilion Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Seven Hundred Dollars (\$5,700.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Rudolph Bester
Memory Trees Corporation
6742 Forest Hill Blvd. 257
West Palm Beach, FL 33413

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

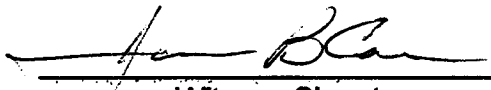
**SHARON R. BOCK, Clerk &
Comptroller**

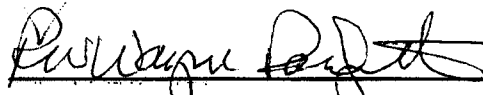
By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

WITNESSES:





Witness Signature


Witness Signature

AWARDEE

(Memory Trees Corporation)

By: 

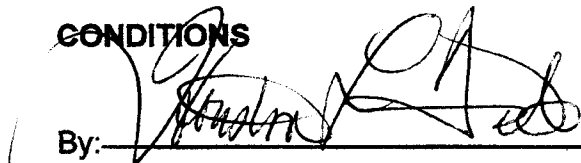
Rudolph Bester, Director (printed name)


Rudolph Bester (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Memory Trees Corporation

Project Title:

Community Garden and Pavilion Project

Area Location:

Project will be located at 5710 Haverhill Road, West Palm Beach, FL County.

Project Description:

The proposed projects consist of a) purchasing items for an urban farm in the Gramercy Park neighborhood in West Palm Beach; and b) installation of an outdoor pavilion for community gatherings. Both projects are located at 5710 Haverhill Road, West Palm Beach, FL and are open to the public.

Equipment to be purchased:

Various plants
Paint and paint brushes
Mulch
Soil
Shovels
Rakes
Hoes
Gloves
Pressure washer
Hoses with reels
Stepping stones
Lumber
Screws
Grading stakes
Construction services
Ground leveling services
Fencing

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,700



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 12th day of July, 2016, by Memory Trees Corporation ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Memory Trees Corporation which consists of a) purchasing items for an urban farm in the Gramercy Park neighborhood in West Palm Beach; and b) installation of an outdoor pavilion for community gatherings, hereinafter referred to as the "Community Garden and Pavilion Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Memory Trees Corporation

Name: Rudolph Bester, Director

Signature: 

Date: 07/12/2016

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: MEMORY TREES CORPORATION

PROJECT DESCRIPTION:

The proposed projects consist of a) purchasing items for an urban farm in the Gramercy Park neighborhood in West Palm Beach; and b) installation of an outdoor pavilion for community gatherings. Both projects are located at 5710 Haverhill Road, West Palm Beach, FL and are open to the public.

County funds requested: \$ 5,700

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Memory Trees Corporation a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☒ NO ☐

COMMENTS: COI is acceptable


SIGNATURE OF REVIEWER

SCOTT MARTENS
PRINT NAME

DIRECTOR, RM
TITLE OF REVIEWER

8/3/16
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C No. Ext): (888) 202-3007 FAX (A/C No.): E-MAIL ADDRESS: contact@hiscox.com
INSURED Memory Trees Corporation 6742 Forest Hill Blvd 257 West Palm Beach FL 33413	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

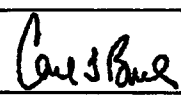
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		UDC-1559334-CGL-16	03/24/2016	03/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida its Officers, Employees and Agents are listed as additional insured as required by written contract, agreement or permit limited to the General liability coverage.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida its 2300 N. Jog Rd, Suite 2E-49, West Palm Beach, FL 34411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**AGREEMENT BETWEEN PALM BEACH COUNTY AND OFFICE DEPOT
FOUNDATION, INC. FOR THE COMMUNITY PARK IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Office Depot Foundation, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 65-0596803.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing items to make enhancements to Lake Worth West Community park and provide bicycles for needy children in the area, hereinafter referred to as the "Community Park Improvement Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Park Improvement Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Park Improvement Project; and

WHEREAS, implementation of AWARDEE's Community Park Improvement Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Park Improvement Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number, invoice date, and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Mary Wong
Office Depot Foundation, Inc.
6600 North Military Trail
Boca Raton, FL 33496

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

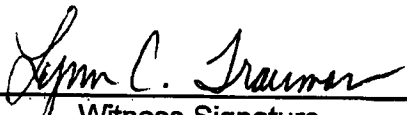
**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk


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

By: _____
Mary Lou Berger, Mayor

WITNESSES:



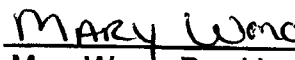
Witness Signature



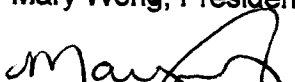
Witness Signature

AWARDEE

(Office Depot Foundation, Inc.)

By: 

Mary Wong, President (printed name)

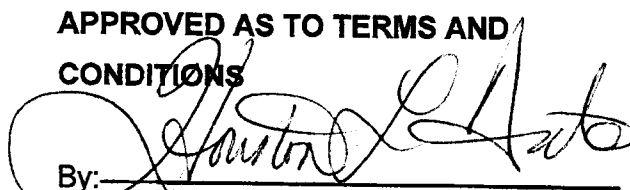


Mary Wong (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**


By: _____
Houston L. Tate, Director
Office of Community Revitalization

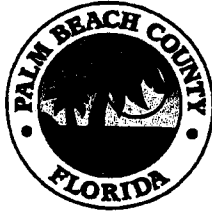


Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Office Depot Foundation, Inc.

Project Title:

Community Park Improvement Project

Area Location:

Project will be located at 4730 Maine Street, Lake Worth, FL

Project Description:

The proposed project consist of purchasing items to make enhancements to Lake Worth West Community park and provide bicycles for needy children in the area. All equipment purchased will be used for the enhancement of the park and will be stored securely in a locked shed located at the community center/park site. The community center and park are County owned and are open to the public.

Equipment to be purchased:

Park benches
Paint/Stain
Paint brushes
Pressure Washer rental
ADA Hex table
Tents
Bicycles
Bicycle Helmets

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 14 day of July, 2016, by Office Depot Foundation, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Office Depot Foundation, Inc. which consists of purchasing items to make enhancements to Lake Worth West Community park and provide bicycles for needy children in the area, hereinafter referred to as the "Community Park Improvement Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

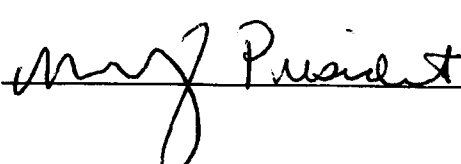
NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Office Depot Foundation, Inc.

Name: Mary Wong, President

Signature:  President

Date: 7/14/16

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: OFFICE DEPOT FOUNDATION, INC.

PROJECT DESCRIPTION:

The proposed project consist of purchasing items to make enhancements to Lake Worth West Community park and provide bicycles for needy children in the area. All equipment purchased will be used for the enhancement of the park and will be stored securely in a locked shed located at the community center/park site. The community center and park are County owned and are open to the public.

County funds requested: \$ 5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Office Depot Foundation, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☒ No ☐

COMMENTS: COI submitted is acceptable
as written


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

DIRECTOR RISK MANAGEMENT
TITLE OF REVIEWER

8/8/16
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com Fax: 212-948-0770	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:																					
INSURED Office Depot, Inc. & Its Subsidiaries including OfficeMax Incorporated 6800 North Military Trail Boca Raton, FL 33496	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>National Union Fire Insurance Company</td><td>19445</td></tr><tr><td>INSURER B :</td><td>New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER C :</td><td>Insurance Company of the State of Pennsylvania</td><td>19429</td></tr><tr><td>INSURER D :</td><td>N/A</td><td>N/A</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	National Union Fire Insurance Company	19445	INSURER B :	New Hampshire Insurance Company	23841	INSURER C :	Insurance Company of the State of Pennsylvania	19429	INSURER D :	N/A	N/A	INSURER E :			INSURER F :		
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INSURER D :	N/A	N/A																				
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

CHI-006648471-01

REVISION NUMBER:5

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SELF-INSURED RETENTION (SIR) \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL 2039085	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 068022297 (AOS) WC 068022298 (CA) WC 068022299 (FL) WC 068022306 (WI,ND,WY)	11/01/2015 11/01/2015 11/01/2015 11/01/2015	11/01/2016 11/01/2016 11/01/2016 11/01/2016 X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	WORKERS COMPENSATION CONT.			WC 068022303 (MA) WC 068022301 (OR)	11/01/2015 11/01/2015	11/01/2016 11/01/2016 LIMITS SAME AS ABOVE LIMITS SAME AS ABOVE

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured under General Liability, but only as required by written contract. Coverage is Primary and Non-Contributory, but only as required by written contract.

CERTIFICATE HOLDER

Palm Beach County Board of
County Commissioners, a Political
Subdivision of the State of Florida
Its officers, Employees and Agents
2300 North Jog Road
West Palm Beach, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PAINT YOUR HEART OUT
PALM BEACH COUNTY, INC. FOR THE COMMUNITY BEAUTIFICATION PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Paint Your Heart Out Palm Beach County, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 65-0631738.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing painting supplies and a pressure cleaner to paint houses in Palm Beach County for qualified homeowners in need of assistance as well as purchase yard trimming supplies for house preparation, hereinafter referred to as the "Community Beautification Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Beautification Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Beautification Project; and

WHEREAS, implementation of AWARDEE's Community Beautification Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Beautification Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Joanna Aiken
Paint Your Heart Out Palm Beach County, Inc.
7501 N Jog Road
West Palm Beach, FL 33412

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:


**SHARON R. BOCK, Clerk &
Comptroller**


By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

WITNESSES:

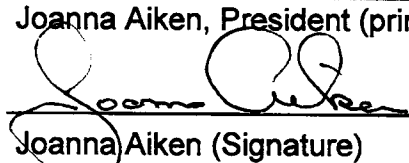


Witness Signature


Witness Signature

AWARDEE

(Paint Your Heart Out Palm Beach County, Inc.)

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


Joanna Aiken (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

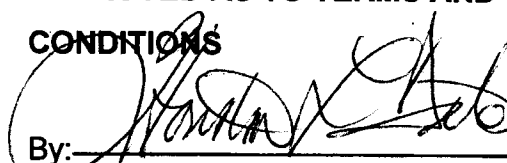

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Paint Your Heart Out Palm Beach County, Inc.

Project Title:

Community Beautification Project

Area Location:

Project will be located in various locations in Palm Beach County.

Project Description:

This project entails purchasing painting supplies and a pressure cleaner to paint houses in Palm Beach County for qualified homeowners in need of assistance as well as purchase yard trimming supplies for house preparation. Materials will be stored at the SWA Community Services Warehouse located at 5860 45th Street, West Palm Beach, FL 33412.

Equipment to be purchased:

Pressure Cleaner
Painting supplies
Yard trimming supplies

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDÉE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____ Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Paint Your Heart Out Palm Beach County, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Paint Your Heart Out Palm Beach County, Inc. which consists of purchasing painting supplies and a pressure cleaner to paint houses in Palm Beach County for qualified homeowners in need of assistance as well as purchase yard trimming supplies for house preparation. Materials will be stored at the SWA Community Services Warehouse located at 5860 45th Street, West Palm Beach, FL 33412. Items requested: pressure cleaner, painting and yard trimming supplies, hereinafter referred to as the "Community Beautification Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

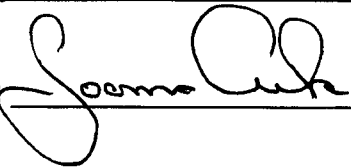
1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Paint Your Heart Out Palm Beach County, Inc.

Name: Joanna Aiken, President

Signature: _____



Date: 7/18/16

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: Paint Your Heart Out Palm Beach County, Inc.

PROJECT DESCRIPTION:

This project consist of purchasing painting supplies and a pressure cleaner to paint houses in Palm Beach County for qualified homeowners in need of assistance as well as purchase yard trimming supplies for house preparation. Materials will be stored at the SWA Community Services Warehouse located at 5860 45th Street, West Palm Beach, FL 33412. Items requested: pressure cleaner, painting and yard trimming supplies.

County funds requested: \$5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Paint Your Heart Out Palm Beach County, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☒ NO ☐

COMMENTS: COI is acceptable


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

DIRECTOR, RM
TITLE OF REVIEWER

8/3/16
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gehring Group, Inc 11505 Fairchild Gardens Avenue, Suite 102 Palm Beach Gardens, FL 33410	CONTACT NAME: Thomas Willins PHONE (A/C, No. Ext): 561-626-6797 E-MAIL ADDRESS: thomas.willins@gehringgroup.com FAX (A/C, No): 561-626-6970 INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Paint Your Heart Out Palm Beach County 7501 N. Jog Road West Palm Beach FL 33412-2414	NAIC # 524126

COVERAGES CERTIFICATE NUMBER: 0001

REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADOL SUBR INSD W/O/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	PHPK1497779	7/18/2016	7/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Palm Beach County Board of County Commissioners is included an Additional Insured in accordance with the policy provisions of the General Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners Office of Community Revitalization 2300 North Jog Road West Palm Beach, FL 33407 Attn: Chrystal Mathews	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Thomas Willins <i>Thomas Willins</i>
--	---

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH CENTRAL
HIGH SCHOOL FOR THE COMMUNITY BEAUTIFICATION PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Palm Beach Central High School, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of installing a flower/meditation garden in a barren area on Palm Beach Central High School Campus, located in Wellington, FL, hereinafter referred to as the "Community Beautification Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Beautification Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Beautification Project; and

WHEREAS, implementation of AWARDEE's Community Beautification Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community

Beautification Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is

defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

20. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless

Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Darren Edgecomb, Principal
Palm Beach Central High School
8499 Forest Hill Blvd.
Wellington, FL 33411

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

WITNESSES:

Jeremy Allen
Witness Signature
Kayla Lynn
Witness Signature

AWARDEE

(Palm Beach Central High School)

By: Darren Edgecomb
Darren Edgecomb, Principal (printed name)
Darren Edgecomb
Darren Edgecomb (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

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



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Palm Beach Central High School

Project Title:

Community Beautification Project

Area Location:

Project will be located at 8499 w. Forest Hill Blvd, Wellington, FL County.

Project Description:

The proposed projects consist of installing a flower/meditation garden in a barren area on Palm Beach Central High School Campus located in Wellington, FL. The garden will have litter maintenance and install two benches.

Equipment to be purchased:

Soil
Mulch
Benches
Rakes
Hoes
Shovels
Cinder blocks
Plants
Landscape fabric
Stepping stones

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: PALM BEACH CENTRAL HIGH SCHOOL

PROJECT DESCRIPTION:

The proposed projects consist of installing a flower/meditation garden in a barren area on Palm Beach Central High School Campus located in Wellington, FL. The garden will have litter maintenance and install two benches.

County funds requested: \$ 5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Palm Beach Central High School.

INSURANCE NEEDED: Yes ☐ No ☐

COMMENTS: _____

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

PRINT NAME

DATE

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 13th day of July, 2016, by Palm Beach Central High School ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Palm Beach Central High School which consists of filing for IRS 501(c)(3) tax exempt status. Operation Reboot is a not for profit organization that refurbishes computers to provide to individuals and other not for profits in need, hereinafter referred to as the "Community Capacity Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Palm Beach Central High School

Name: Darren Edgecomb, Principal

Signature: Darren Edgecomb Date: 7-13-16

April 4, 2016

Chrystal Mathews
Palm Beach County Office of Community Revitalization
2300 N. Jog Road, STE 2E-50.02
West Palm Beach, FL 33411-2741

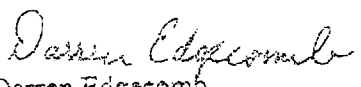
Dear Ms. Mathews:

It is my pleasure to write a letter giving permission and full support of Palm Beach Central Key Club building a sustainable garden on the Palm Beach Central campus through America's Next Top Neighborhood Grant Program.

As the Principal of Palm Beach Central High School located in Wellington, I believe that a school and its communities work best when linked together for a common purpose. The members of Palm Beach Central Key Club have been working hard to make this community a better place through leadership and service, and it is great to see such young members of the community take the initiative to independently apply for a grant so that they can create the school they envision. The proposed garden is a much needed source of beauty that will be seen by many as they progress through the school system. So not only will this garden revitalize a barren area of the school, but it will serve as a source of inspiration for years to come.

I fully support the efforts of Palm Beach Central Key Club for projects designed to inspire future students and make Palm Beach a more desirable place to live and learn.

Sincerely,


Darren Edgecomb
Principal of Palm Beach Central High School

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: PALM BEACH CENTRAL HIGH SCHOOL

PROJECT DESCRIPTION:

The proposed projects consist of installing a flower/meditation garden in a barren area on Palm Beach Central High School Campus located in Wellington, FL. The garden will have litter maintenance and install two benches.

County funds requested: \$ 5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Palm Beach Central High School.

INSURANCE NEEDED: YES ☒ NO ☐

COMMENTS: COI is acceptable


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

DIRECTOR, R.M.
TITLE OF REVIEWER

8/3/16
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Beacon Group, Inc. 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton FL 33487-2730	CONTACT NAME: PHONE (A/C No. Ext.) (561) 994-9994 FAX (A/C No.) (561) 997-7087 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: School Board of Palm Beach INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

COVERAGES CERTIFICATE NUMBER: Master 16/17 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD. SUBR. INFO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 200,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMPROP AGG \$ Included
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS Hired AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 200,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ Included
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SUBJECT TO INSURER A: FLA STATUTE 768.28	07/01/2016	07/01/2017	X PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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 tort liability

CERTIFICATE HOLDER Master Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Dresback, CPCU, ARM <i>[Signature]</i> A072032
--	---

ACORD 25 (2014/01)
INS025 (2014-01)

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND REBUILDING TOGETHER
OF THE PALM BEACHES, INC. FOR THE COMMUNITY BEAUTIFICATION
PROJECT**

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

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing building supplies to make critical home repairs for qualified homeowners in Palm Beach County, hereinafter referred to as the "Community Beautification Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Beautification Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Beautification Project; and

WHEREAS, implementation of AWARDEE's Community Beautification Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Beautification Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that 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. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. 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 c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Joanna Aiken
Rebuilding Together of the Palm Beaches, Inc.
7501 N Jog Road
West Palm Beach, FL 33412

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:


**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk


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

By _____
Mary Lou Berger, Mayor

WITNESSES:



Witness Signature

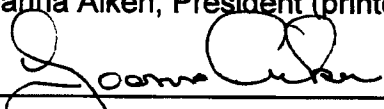


Witness Signature

AWARDEE

(Rebuilding Together of the Palm Beaches, Inc.)

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



Joanna Aiken (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

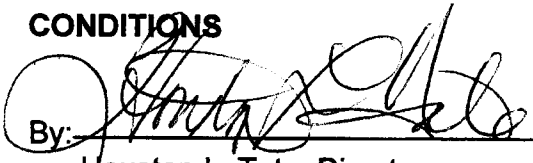

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Rebuilding Together of the Palm Beaches, Inc.

Project Title:

Community Beautification Project

Area Location:

Project will be located in various locations in Palm Beach County.

Project Description:

This project entails purchasing building supplies to make critical home repairs to qualified homeowners in Palm Beach County. Materials will be stored at the Community Services Warehouse located at 5860 45th Street, West Palm Beach, FL 33412.

Equipment to be purchased:

Garden hoses and nozzles
Caulk
Caulking guns
Cordless drill sets
Power tools
House numbers
Yard tools

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Rebuilding Together of the Palm Beaches, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Rebuilding Together of the Palm Beaches, Inc. which consists of purchasing building supplies to make critical home repairs for qualified homeowners in Palm Beach County, hereinafter referred to as the "Community Beautification Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.


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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Rebuilding Together of the Palm Beaches, Inc.

Name: Joanna Aiken, President

Signature:  Date: 7/18/16

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: REBUILDING TOGETHER OF THE PALM BEACHES, INC.

PROJECT DESCRIPTION:

The proposed project consist of purchasing building supplies to make critical home repairs to qualified homeowners in Palm Beach County. Equipment purchased will be stored at the SWA Community Services Warehouse located at 5860 45th Street, West Palm Beach, FL 33412.


County funds requested: \$ 5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Rebuilding Together of the Palm Beaches, Inc. a Florida not for profit corporation.

INSURANCE NEEDED: YES ☒ NO ☐

COMMENTS: CERTIFICATE OF INSURANCE SUPPLIED IS ACCEPTABLE


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Novick Group One Church Street Suite 400 Rockville MD 20850	CONTACT NAME: Margretta Palya, AAI PHONE (A/C No. Ext.): (301) 795-6600 FAX (A/C No.): (301) 795-6610 E-MAIL ADDRESS: mpalya@novickgroup.com												
INSURED Rebuilding Together, Inc. and Its Affiliates 1899 I Street, NW Suite 1000 Washington DC 20036	INSURERS AFFORDING COVERAGE <table><tr><td>INSURER A: Westchester Surplus Lines</td><td>NAC#: 10172</td></tr><tr><td>INSURER B: AIG Specialty</td><td>26883</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Westchester Surplus Lines	NAC#: 10172	INSURER B: AIG Specialty	26883	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: AIG Specialty	26883												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: **Aff GL, Exc, CPL**

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (REQ) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	624064116007	3/15/2016	9/15/2017	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 150,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMPROP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Property Deductible</td><td>\$ 1,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 150,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPROP AGG	\$ 2,000,000	Property Deductible	\$ 1,000	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$
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B	Contractors Pollution	X	CPL17663214	3/15/2016	3/15/2017	<table><tr><td>Limit</td><td>\$1,000,000</td></tr><tr><td>Deductible</td><td>\$25,000</td></tr></table>	Limit	\$1,000,000	Deductible	\$25,000																		
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Deductible	\$25,000																											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Rebuilding Together of the Palm Beaches is a Named Insured on the above policies.

Those usual to the Insured's Operations. Palm Beach County and Board of County Commissioners are Additional Insureds per the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners Office of Community Revitalization Attn: Chrystal Mathews 2300 North Jog Road West Palm Beach, FL 33407	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Louis Novick/RUTH
--	--

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ACORD 25 (2014/01)
INS025 (2014/01)

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND VIOLET HOWARD, FOR
THE COMMUNITY OUTREACH PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Violet Howard, hereinafter referred to as "AWARDEE".

W I T N E S S E T H:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of refurbishing and enhancing the butterfly garden at Lake Worth West Park and adding a community little free library for children and adults. The project will also host a community basketball tournament, hereinafter referred to as the "Community Outreach Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Outreach Project serves a public purpose; and

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Outreach Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Violet Howard
1625 Renaissance Commons Blvd. Apt. 519
Boynton Beach, FL 33436

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

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

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

WITNESSES:

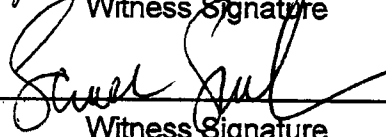
AWARDEE

(Violet Howard)

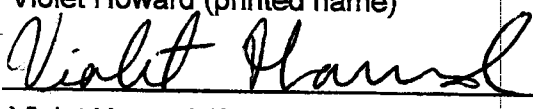


Witness Signature

By: Violet Howard
Violet Howard (printed name)



Witness Signature



Violet Howard (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

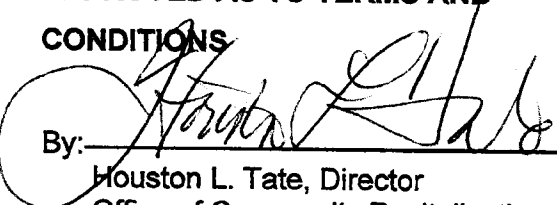
By: 
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Violet Howard

Project Title:

Community Outreach Project

Area Location:

Project will be located at 4150 Vermont Street, Lake Worth, FL

Project Description:

The proposed project consists of refurbishing and enhancing the butterfly garden at Lake Worth West Park and adding a community little free library for children and adults. The project will also host a one-time community basketball tournament to boost community involvement. The equipment from the tournament will be donated to the community center at the end of the tournament. All equipment purchased will be used for the enhancement of the park and will be stored securely in a locked shed located at the community center/park site. The community center and park are County owned and are open to the public.

Equipment to be purchased:

Little free library boxes and charter
Mounting platforms and hardware
Tents
Tables
Chairs
Basketball equipment
Award metals
Referee officials
Dirt and seeds
Mulch

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

**RESIDENT EDUCATION TO ACTION PROGRAM (REAP)
CONTRACT PAYMENT REQUEST FORM**

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Violet Howard ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Violet Howard which consists of refurbishing and enhancing the butterfly garden at Lake Worth West Park and adding a community little free library for children and adults. The project will also host a community basketball tournament, hereinafter referred to as the "Community Outreach Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.


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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Violet Howard

Name: Violet Howard

Signature: 

Date: 7-14-16

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: VIOLET HOWARD

PROJECT DESCRIPTION:

The proposed project consists of refurbishing and enhancing the butterfly garden at Lake Worth West Park and adding a community little free library for children and adults. The project will also host a one-time community basketball tournament to boost community involvement. The equipment from the tournament will be donated to the community center at the end of the tournament. All equipment purchased will be used for the enhancement of the park and will be stored securely in a locked shed located at the community center/park site. The community center and park are County owned and are open to the public.

County funds requested: \$5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Violet Howard.

INSURANCE NEEDED: Yes ☐

No ☒

COMMENTS: AS LONG AS THE PROPER WAIVERS/RELEASES ARE SIGNED, WE WILL AGREE TO WAIVE THE INSURANCE REQUIREMENT


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

DIRECTOR
TITLE OF REVIEWER

8/8/16
DATE



**Parks and Recreation
Department**
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 963-6734
www.pbcparcs.com

**Palm Beach County
Board of County
Commissioners**

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator
Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



printed on sustainable
and recycled paper

April 5, 2016

To whom it may concern:

Please accept this letter of support for the REAP
Program grant application by the Office Depot
Foundation.

Last year, the Office Depot Foundation, KaBOOM and
the County Office of Community Revitalization joined
forces to build a new playground at Lake Worth West
Park. This year, the Office Depot Foundation has
generously proposed to add two new pieces of
playground equipment, park benches and a table to the
park if the grant is awarded.

During last year's project, I witnessed first hand the
collaborative spirit and concern for the community
exhibited by Office Depot employees and the
Foundation. It is partners like this that allow us to
continue to offer opportunities for healthy, happy living in
Palm Beach County.

For this reason, it is my pleasure to support the grant
application of the Office Depot Foundation.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Call".

Eric Call
Director, Parks and Recreation

Lake Worth West
Resident Planning Group, Inc.



"Working together builds communities"

March 31, 2016

Ms. Violet Howard
1625 Renaissance Commons, Apt. 519
Boynton Beach, FL 33426

Dear Violet,

May this letter serve as our support for the REAP Project Grant which will include the Little Free Library in the park, landscaping in the Lake Worth West community and an anniversary celebration of the playground equipment in the park.

This is very exciting for our community and a wonderful opportunity for the residents and youth of our neighborhood.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,


Carol Clinton
Executive Director

4730 Maine Street
Lake Worth West, FL 33461



Phone: 561 - 649-9600
Fax: 561 - 649-9693

**AGREEMENT BETWEEN PALM BEACH COUNTY AND WHISPERING PALMS
NEIGHBORHOOD ASSOCIATION, INC. FOR THE COMMUNITY BEAUTIFICATION
PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Whispering Palms Neighborhood Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of installing a community garden with benches and make landscaping and aesthetic improvements at South Alternative School in Lake Worth, FL, hereinafter referred to as the "Community Beautification Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Beautification Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Four Thousand Dollars (\$4,000.00) to help offset expenses toward AWARDEE's implementation of its Community Beautification Project; and

WHEREAS, implementation of AWARDEE's Community Beautification Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Four Thousand Dollars (\$4,000.00) to AWARDEE for reimbursement of costs related to the Community Beautification Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Four Thousand Dollars (\$4,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

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Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Erica Cooper-Hadden
Whispering Palms Neighborhood Association, Inc.
1711 S. Douglas Street
Lake Worth, FL 33460

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

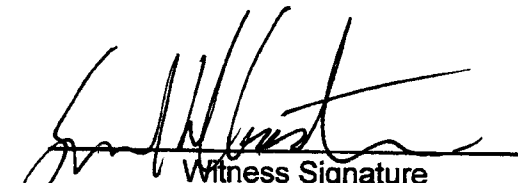
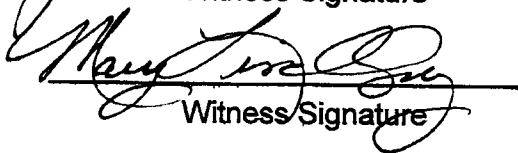
**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

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

By _____
Mary Lou Berger, Mayor

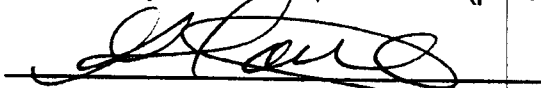
WITNESSES:


Witness Signature

Witness Signature

AWARDEE

(Whispering Palms Neighborhood Association, Inc.)

By: Erica Cooper-Hadden
Erica Cooper-Hadden, President (printed name)


Erica Cooper-Hadden (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

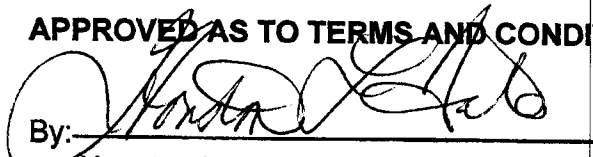

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Whispering Palms Neighborhood Association, Inc,

Project Title:

Community Beautification Project

Area Location:

Project will be located at 1509 Barton Road, Lake Worth, FL.

Project Description:

The proposed projects consist of installing a community garden with benches and make landscaping and aesthetic improvements at South Alternative School in Lake Worth FL. All equipment will be securely stored in the storage shed on school property. South Alternative School is a free public school.

Equipment to be purchased:

Raised beds
Grass/Sod
Seeds/seedlings
Benches
Gardening equipment
Storage shed
Sun awnings
Bricks

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

**Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411**

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

- 1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.

- 2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

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

Name: _____ Date: _____

Signature: _____

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

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Whispering Palms Neighborhood Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Whispering Palms Neighborhood Association, Inc which consists of installing a community garden with benches and make landscaping and aesthetic improvements at South Alternative School in Lake Worth, FL, hereinafter referred to as the "Community Beautification Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Whispering Palms Neighborhood Association, Inc

Name: Erica Cooper-Hadden, President

Signature: 

Date: 7/18/16



April 4, 2016

South Intensive Transition School

1509 Barton Road

Lake Worth, FL 33460

Phone 561-202-0600, FAX 561-202-0650

Mr. Reginald E. Jeudy, Ed.S., Principal

Mr. Terrence Narinesingh, Ed.S., Assistant Principal

Ms. Chrystal Matthews, Grant Administrator
Palm Beach County Office of Community Revitalization
Resident Education to Action Program (REAP)
2300 Jog Road
West Palm Beach, FL 33411

Re: South Intensive Transition School Learning Garden Project

Dear Ms. Matthews:

South Intensive Transition is an alternative placement school within the Palm Beach County Public School District, serving at-risk students from all areas of the county. As Principal, I endorse the Learning Garden project at South Intensive. I confirm that the students and community partners have initiated the Learning Garden project and recruited Ms. Ericka Hadden as one of their project sponsors. The Environmental Club students have requested \$5000 from the Home Depot Foundation and are receiving individual donations to create an environment that models sustainable lifestyles by growing vegetables and fruits. Ms. Hadden along with Mrs. Dawn Western are responsible for managing the funds.

The Environmental Club is in its infancy at South Intensive, open to both Middle and High School students. Mr. Ronnie Suddith has been working with Ms. Hadden to develop the Learning Garden, an outdoor classroom where students will increase their working knowledge of planting, harvesting and sustaining renewable crops and decorative landscaping. The Learning Garden will also be a positive outdoor environment where all our teachers will be able to conduct regular instruction for our entire population of at-risk students.

The Environmental Club is also focused on the beautification of our campus and surrounding areas. Our classrooms are all older wooden portables in great need of a serious facelift. The Learning Garden will be located in the center of the portables, providing an uplifting beginning makeover for our learning environment.

South Intensive is a Title I school. We are located in south Lake Worth. The Lake Worth area, as well as the home communities of our students, will benefit from our students learning and exploring ways to improve and maintain our living environments. The Learning Garden Project is a great opportunity for our students to be involved in making changes in lifestyles that will promote healthier living and "...enable them to become productive and socially responsible citizens" (South Intensive's mission statement).

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Reginald E. Jeudy", written over a circular stamp.

Reginald E. Jeudy
Principal

"Improving for Today ~ Preparing for Tomorrow"

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: WHISPERING PALMS NEIGHBORHOOD ASSOCIATION, INC.

PROJECT DESCRIPTION:

The proposed projects consist of installing a community garden with benches and make landscaping and aesthetic improvements at South Alternative School in Lake Worth FL. All equipment will be securely stored in the storage shed on school property. South Alternative School is a free public school.

County funds requested: \$5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Whispering Palms Neighborhood Association, Inc. a Florida not for profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: PDC agrees to the waiver of insurance requirements provided they sign a hold harmless/release

[Signature]
SIGNATURE OF REVIEWER

Director, RMI
TITLE OF REVIEWER

SCOTT MARTINE
PRINT NAME

8/3/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND CITY OF SOUTH BAY FOR
THE COMMUNITY FARMERS MARKET PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and City of South Bay, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing items for a community farmers market in the City of South Bay, hereinafter referred to as the "Community Farmers Market Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Farmers Market Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Farmers Market Project; and

WHEREAS, implementation of AWARDEE's Community Farmers Market Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit "A", attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY.

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDDEE for reimbursement of costs related to the Community Farmers Market Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any COUNTY funds already collected by AWARDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that 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. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. 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 c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral,

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

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

As to the COUNTY:

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

As to AWARDEE:

Leondrae Camel, City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

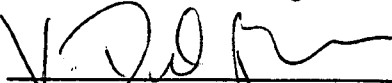
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By _____
Mary Lou Berger, Mayor

WITNESSES:



Witness Signature



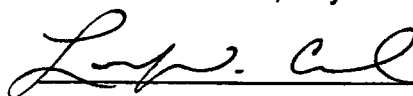
Witness Signature

AWARDEE

(City of South Bay)



By: Leondrae Camel
Leondrae Camel, City Manager (printed name)



Leondrae Camel (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

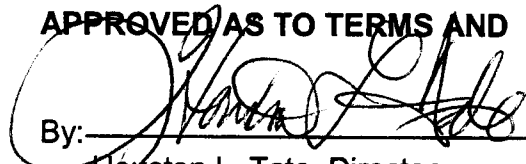

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

City of South Bay

Project Title:

Community Farmers Market Project

Area Location:

Project will be located at 335 S.W. 2nd Avenue, South Bay, FL 33493

Project Description:

The proposed project will purchase items for a Community Farmers Market (CFM) in the City of South Bay. The CFM will offer local fresh produce, and local baked goods. The CFM will be held twice a month on Saturdays and is free and open to the public. The equipment requested will be used each time the market will be open and shall be stored in the City of South Bay garage facility. The City of South Bay Public Works Department will have the equipment locked up and secured for use of the community market.

Equipment to be purchased:

Tables
Tents
Chairs
Sound System
Market Signage Sail Flags
Marketing Supplies
Website Promotion

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

EXHIBIT "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by City of South Bay ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to City of South Bay which consists of purchasing items for a Community Farmers Market in the City of South Bay, hereinafter referred to as the "Community Farmers Market Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

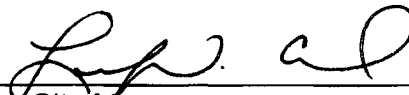
NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: City of South Bay

Name: Leondrae Camel, City Manager

Signature: 
City Manager

Date: 7/20/16

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: CITY OF SOUTH BAY

PROJECT DESCRIPTION:

The proposed project will purchase items for a Community Farmers Market (CFM) in the City of South Bay. The CFM will offer local fresh produce, and local baked goods. The CFM will be held twice a month on Saturdays and is free and open to the public. The equipment requested will be used each time the market will be open and shall be stored in the City of South Bay garage facility. The City of South Bay Public Works Department will have the equipment locked up and secured for use of the community market.

County funds requested: \$ 5,000.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for CITY OF SOUTH BAY.

INSURANCE NEEDED: Yes ☒ No ☐

COMMENTS: CERTIFICATE OF INSURANCE SUPPLIED IS ACCEPTABLE


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND CARTHEDA MANN FOR
THE COMMUNITY EMERGENCY AWARENESS OUTREACH PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Cartheda Mann, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on January 28, 2016 to February 25, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of coordinating a community emergency preparedness outreach project that targets senior citizens and their families in the Glades, hereinafter referred to as the "Community Emergency Awareness Outreach Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Emergency Awareness Outreach Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Emergency Awareness Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Emergency Awareness Outreach Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community

Emergency Awareness Outreach Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is

defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

20. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless

Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Cartheda Mann
600 SW 10th Street
Belle Glade, FL 33430

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No

provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

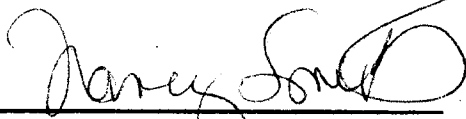
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By _____
Mary Lou Berger, Mayor


WITNESSES:

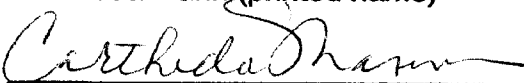
AWARDEE
(Cartheda Mann)



Witness Signature


Witness Signature

By: 

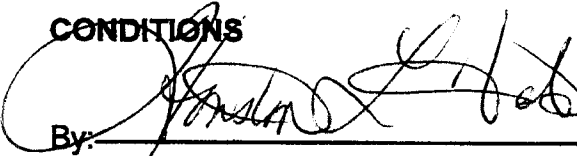
Cartheda Mann (printed name)


Cartheda Mann (Signature)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Cartheda Mann

Project Title:

Community Emergency Awareness Outreach Project

Area Location:

Project will be conducted in Belle Glade, Pahokee and South Bay, FL.

Project Description:

The proposed project will coordinate a community emergency preparedness outreach project that targets senior citizens and their families. Emergency Kits will be provided to senior citizens in nursing homes in Belle Glade, Pahokee and South Bay. The pre-packaged kits will include: toothbrushes, toothpaste, shampoo, 3pk soap, wet wipes, first aid kit, lotion, hand sanitizer, deodorant, comb and brush with additional items added such as flashlights, batteries, plastic document bags and string back packs.

Equipment to be purchased:

Pre-packaged emergency kits
Flash lights
Batteries
Plastic document bags
String back packs

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Cartheda Mann ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Cartheda Mann which consists of coordinating a community emergency preparedness outreach project that targets senior citizens and their families in the Glades, hereinafter referred to as the "Community Emergency Awareness Outreach Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.


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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Cartheda Mann

Name: Cartheda Mann

Signature:  Date: 7/18/2016

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: CARTHEDA MANN

PROJECT DESCRIPTION:

The proposed project will coordinate a community emergency preparedness outreach project that targets senior citizens and their families. Emergency Kits will be provided to senior citizens in nursing homes in Belle Glade, Pahokee and South Bay. The pre-packaged kits will include: toothbrushes, toothpaste, shampoo, 3pk soap, wet wipes, first aid kit, lotion, hand sanitizer, deodorant, com and brush with additional items added such as flashlights, batteries, plastic document bags and string back packs.

County funds requested: \$ 5,000.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for CARTHEDA MANN.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: NONE NEEDED


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND COMMUNITY FAITH
OUTREACH MINISTRIES, INCORPORATED FOR THE COMMUNITY
BEAUTIFICATION PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Community Faith Outreach Ministries, Incorporated a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 57-1194591.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing and installing little free libraries, benches, landscaping and flags in the Indian Pines neighborhood located in Lake Worth, hereinafter referred to as the "Community Beautification Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Beautification Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Beautification Project; and

WHEREAS, implementation of AWARDEE's Community Beautification Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Beautification Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

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9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that 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. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. 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 c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Debra Marcelle-Coney
Community Faith Outreach Ministries, Incorporated
5832 Corson Place
Lake Worth, FL 33463

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

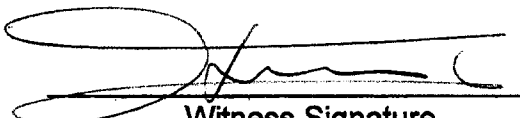
**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

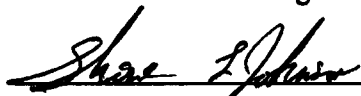
**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS**

By _____
Mary Lou Berger, Mayor

WITNESSES:



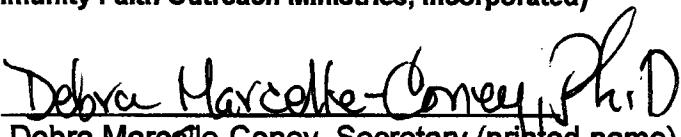
Witness Signature

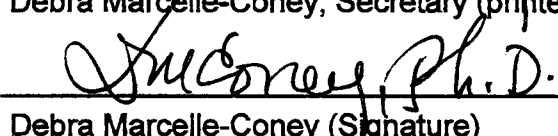


Witness Signature

AWARDEE

(Community Faith Outreach Ministries, Incorporated)

By: 
Debra Marcelle-Coney, Secretary (printed name)

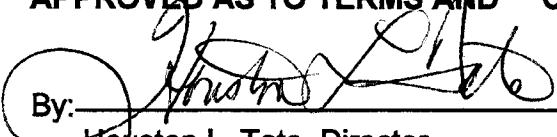


Debra Marcelle-Coney (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Community Faith Outreach Ministries, Incorporated

Project Title:

Community Beautification Project

Area Location:

Project will be located in Lake Worth, FL.

Project Description:

The proposed project consist of purchasing and installing little free libraries, benches , landscaping, and flags in the Indian Pines neighborhood located in Lake Worth. The benches and little free libraries will be placed in the Indian Pines common area near the front lake and in front of the HOA Office.

Equipment to be purchased:

- Little free library boxes
- Benches
- Books
- Plants
- Soil
- Mulch
- Flags

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Community Faith Outreach Ministries, Incorporated ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Community Faith Outreach Ministries, Incorporated which consists of purchasing and installing little free libraries, benches, landscaping and flags in the Indian Pines neighborhood located in Lake Worth, hereinafter referred to as the "Community Beautification Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Community Faith Outreach Ministries, Incorporated

Name: Debra Marcelle-Coney, Secretary

Signature: _____

Debra Coney, Ph.D.

Date: 7/14/16

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: COMMUNITY FAITH OUTREACH MINISTRIES, INC.

PROJECT DESCRIPTION:

The proposed project consist of purchasing and installing little free libraries, benches, landscaping, and flags in the Indian Pines neighborhood located in Lake Worth. The benches and little free libraries will be placed in the Indian Pines common area near the front lake and in front of the HOA Office.


County funds requested: \$ 5,000.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Community Faith Outreach Ministries, Incorporated a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: NO INSURANCE NEEDED


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND COTTAGES OF LAKE
WORTH, INC. FOR THE COMMUNITY OUTREACH PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Cottages of Lake Worth, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 46-3937579.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of updating and printing brochures/maps and bicycle tour postcards for the "Reach Beyond Neighborhoods" unifying the City of Lake Worth campaign, hereinafter referred to as the "Community Outreach Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Outreach Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to Awardee for reimbursement of costs related to the Community Outreach Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. Awardee hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of Awardee, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the Awardee and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the Awardee and/or registered County vendors indicating that the services or materials were delivered to Awardee's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse Awardee for payment of any sales tax. Awardee is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to Awardee on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by Awardee. Said information shall list each invoice paid by Awardee and shall include the vendor invoice number; invoice date; and the amount paid by Awardee along with the number and date of the respective check and/or proof of payment for said payment. Awardee shall attach a copy of each vendor invoice paid by Awardee along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. Awardee agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. Awardee shall be responsible for the operation and maintenance of the Project, including all associated costs. Awardee shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that 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. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

17. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. 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 c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Roger Hendrix
Cottages of Lake Worth, Inc.
625 North Lakeside Drive
Lake Worth, FL 33460

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:


**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

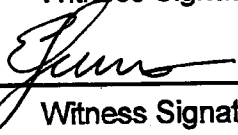
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Mary Lou Berger, Mayor

WITNESSES:



Witness Signature

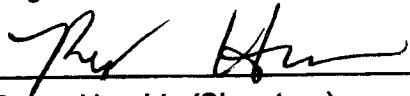


Witness Signature

AWARDEE

(Cottages of Lake Worth, Inc.)

By: Roger Hendrix
Roger Hendrix, President (printed name)

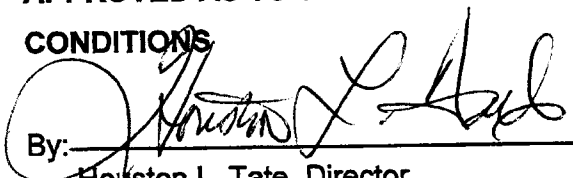


Roger Hendrix (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Cottages of Lake Worth, Inc.

Project Title:

Community Outreach Project

Area Location:

Project will be located in various areas in Lake Worth.

Project Description:

The proposed project entails updating and printing brochures/maps and bike tour postcards for the "Reach Beyond Neighborhoods" unifying the City through approximately 1,000 cottages outreach campaign. The project will promote self-directed and volunteer led tours of examples of 1,000 plus homes defined as "Cottages" in the Lake Worth area. The goal is to build pride resulting in maintenance and improvements; bring visitors and potential investors and jump start revitalization. Items will be stored at 829 North Lakeside Drive, Lake Worth, FL 33460.

Equipment to be purchased:

Maps
Postcards
Brochures
Signs for cottages
Web design
Posters
Booklets
Tickets
GIS and Interactive Mapping Services

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Cottages of Lake Worth, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Cottages of Lake Worth, Inc. which consists of updating and printing brochures/maps and bicycle tour postcards for the "Reach Beyond Neighborhoods" unifying the City of Lake Worth campaign, hereinafter referred to as the "Community Outreach Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Cottages of Lake Worth, Inc.

Name: Roger Hendrix, President

Signature: 

Date: 7-15-16

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: COTTAGES OF LAKE WORTH, INC.

PROJECT DESCRIPTION:

The proposed project entails updating and printing brochures/maps and bike tour postcards for the "Reach Beyond Neighborhoods" unifying the City through approximately 1,000 cottages outreach campaign. The project will promote self-directed and volunteer led tours of examples of 1,000 plus homes defined as "Cottages" in the Lake Worth area. The goal is to build pride resulting in maintenance and improvements; bring visitors and potential investors and jump start revitalization. Items will be stored at the Treasurer's residence located at 829 North Lakeside Drive, Lake Worth, FL 33460.

County funds requested: \$ 5,000.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Cottages of Lake Worth, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: NO INSURANCE NEEDED


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF THE LIBRARY
OF THE CITY OF LAKE WORTH, FLORIDA, INC. AND NEIGHBORHOOD
ASSOCIATION PRESIDENT'S COUNCIL, INC. FOR A SCHOOL ZONE AND LITTLE
FREE LIBRARY PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Friends of the Library of the City of Lake Worth, Florida, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 65-0042661 and Neighborhood Association President's Council, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 26-0277050.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing items to create a "school zone" homework center in the Lake Worth Public Library dedicated to assisting students in need as well as purchasing and installing little free libraries throughout Lake Worth neighborhoods, hereinafter referred to as the "School Zone and Little Free Library Project"; and

WHEREAS, COUNTY has selected AWARDEE's School Zone and Little Free Library Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Eight Thousand Two Hundred Dollars (\$8,200.00) to help offset expenses toward AWARDEE's implementation of its School Zone and Little Free Library Project; and

WHEREAS, implementation of AWARDEE's School Zone and Little Free Library Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit "A", attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY.

2. COUNTY agrees to fund an amount not to exceed Eight Thousand Two Hundred Dollars (\$8,200.00) to AWARDDEE for reimbursement of costs related to the School Zone and Little Free Library Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Eight Thousand Two Hundred Dollars (\$8,200.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the

provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that 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. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Samuel Goodstein
Friends of the Library of the City of Lake Worth, Florida, Inc.
15 North M Street
Lake Worth, FL 33460

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:


**SHARON R. BOCK, Clerk &
Comptroller**


By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

WITNESSES:




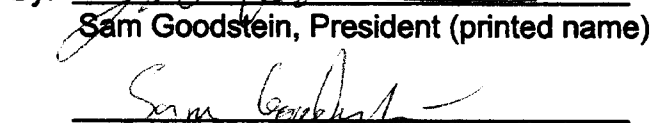
Witness Signature


Witness Signature

AWARDEE

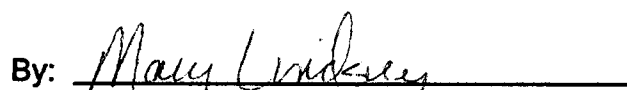
**(Friends of the Library of the City of Lake Worth,
Florida, Inc.)**

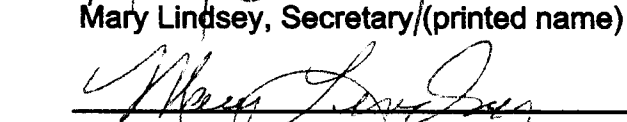
By: 

Sam Goodstein, President (printed name)


Sam Goodstein (Signature)

(Neighborhood Association President's Council, Inc.)

By: 

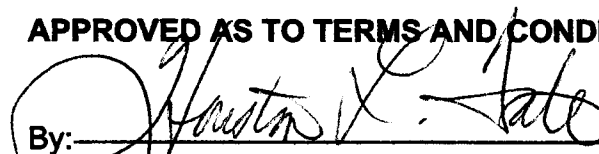
Mary Lindsey, Secretary/(printed name)


Mary Lindsey (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Friends of the Library of the City of Lake Worth, Florida, Inc. and Neighborhood Association President's Council, Inc.

Project Title:

School Zone and Little Free Library Project

Area Location:

The school zone project will be located at 15 N. "M" Street, Lake Worth, FL and the little free libraries will be located in various locations in Lake Worth.

Project Description:

The proposed project consist of purchasing items to create a "school zone" homework center in the Lake Worth Public Library dedicated to assisting students in need as well as purchasing and installing little free libraries throughout Lake Worth neighborhoods. Electronic equipment requested will be stored in a locked cabinet when not in use, and supervised via a check-out process when in use. The City of Lake Worth has given permission for Neighborhood Association President's Council, Inc. to install these library boxes on the City's rights of way where indicated in the application. The Little Free Libraries will be maintained by members of the Neighborhood Association President's Council, Inc.

Equipment to be purchased:

Assembled little free libraries
Paint
Mounting posts
Hinges and screws
Drills
Post hole digger
Drain spade
Tamper digging bar
Level
Acrylic sheets
Signage
Brochures
Café tables, benches and stools
Laptops/tablets
E-readers
Printers

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 8,200



Exhibit "B"

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

Date: _____
Project Name: _____
Project Coordinator: _____
Address: _____
Reason for request: _____
Vendor registration # _____
Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____
Address: _____
Telephone #: _____
Vendor registration # _____
Attach original receipt(s) and/or invoice(s)
Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

**Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411**

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Friends of the Library of the City of Lake Worth, Florida, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Friends of the Library of the City of Lake Worth, Florida, Inc. which consists of purchasing items to create a "school zone" homework center in the Lake Worth Public Library dedicated to assisting students in need as well as purchasing and installing little free libraries to install throughout Lake Worth neighborhoods, hereinafter referred to as the "School Zone and Little Free Library Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Friends of the Library of the City of Lake Worth, Florida, Inc.

Name: Samuel Goodstein, President

Signature: 

Date: 7/18/16

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 25th day of July, 2016, by Neighborhood Association Presidents Council, Inc ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Neighborhood Association Presidents Council, Inc. which consists of purchasing items to create a "school zone" homework center in the Lake Worth Public Library dedicated to assisting students in need as well as purchasing and installing little free libraries to install throughout Lake Worth neighborhoods, hereinafter referred to as the "School Zone and Little Free Library Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Neighborhood Association Presidents Council, Inc.

Name: Mary Lindsey, Secretary

Signature: 

Date: 07/25/2016

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: FRIENDS OF THE LIBRARY OF THE CITY OF LAKE WORTH, FLORIDA, INC. AND
NEIGHBORHOOD ASSOCIATION PRESIDENT'S COUNCIL, INC.

PROJECT DESCRIPTION:

The proposed project consist of purchasing items to create a "school zone" homework center in the Lake Worth Public Library dedicated to assisting students in need as well as purchasing and installing little free libraries throughout Lake Worth neighborhoods. Electronic equipment requested will be stored in a locked cabinet when not in use, and supervised via a check-out process when in use. The City of Lake Worth has given permission for Neighborhood Association President's Council, Inc. to install these library boxes on the City's rights of way where indicated in the application. The Little Free Libraries will be maintained by members of the Neighborhood Association President's Council, Inc

County funds requested: \$ 8,200.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Friends of the Library of the City of Lake Worth Florida, Inc. and Neighborhood Association President's Council, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☒ No ☒

COMMENTS: NO INSURANCE NEEDED FOR THE \$3200 PROJECT,
BUT INSURANCE REQUIRED FOR THE \$5,000 PROJECT. COI SUPPLIED
IS ACCEPTABLE


SIGNATURE OF REVIEWER

SCOTT MARTINEZ
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

8/15/16
DATE



Lake Worth, Florida. The Art of Florida Living.sm

OFFICE OF THE CITY MANAGER

1900 2nd Avenue North
Lake Worth, FL 33461
561.586.1689

March 23, 2016

Ms. Chrystal Matthews, Grant Administrator
Mr. Houston Tate, Director
Palm Beach County Office of Community Revitalization
Resident Education to Action Program
2300 Jog Road
West Palm Beach, FL 33411

RE: The Neighborhood Association Presidents Council, Inc., Friends of the Lake Worth Library, Inc.,
and Lake Worth Little Free Libraries, Inc.

Dear Ms. Matthews and Mr. Tate:

On behalf of the City of Lake Worth, I am happy to endorse the expansion of the Little Free Libraries program proposed by the Neighborhood Association Presidents Council, Inc. and its citywide network of affiliated Neighborhood Associations, the Friends of the Lake Worth Library, Inc. and the Lake Worth Little Free Libraries, Inc. I also wish to confirm that the City of Lake Worth will be a participating partner in the implementation of this worthwhile Neighborhood Grant project by allowing small weatherproof book boxes installed on posts at additional locations on City property that are accessible to the public.

The Little Free Libraries program involves the installation of "Take A Book ~ Leave A Book" stations throughout the City, including public property at locations in City parks, the Cultural Plaza, newly constructed greenways and pocket parks. The City's contribution is detailed in the attached Donation Letter that confirms the City's permission to install these signs on the City's rights of way where indicated on the proposed plan. Little Free Libraries placed on public property or in the City right of way will be installed and maintained by members of the Neighborhood Association Presidents Council, Inc.

The City of Lake Worth is serious about improving the literacy rate, school readiness and reading skills of our children and adults. This effort will help to accomplish that goal by bringing books to those neighborhoods where public transportation to and from the Lake Worth Public Library is non-existent. Books will be offered in Spanish, English and Creole to serve our diverse population. Special emphasis will be placed on providing books for children and young adults.


Of special significance is the door to door, neighbor to neighbor education aspect of the project. These "Take A Book ~ Leave A Book" stations will enhance the City's efforts to promote literacy throughout the community, as well as the many programs and services offered by the Lake Worth Public Library.

It is my sincere hope that this project receives all due consideration as I have no doubt of the positive outcomes. I look forward to this successful model being expanded throughout the City.

Sincerely,



Michael Bornstein, City Manager

CERTIFICATE OF COVERAGE		ISSUED ON: 6/27/2016
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST		
PACKAGE AGREEMENT NUMBER: PX FL1 0502013 15-06		COVERAGE PERIOD: 10/1/2015 TO 10/1/2016 12:01 AM
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.		
Mail to: Certificate Holder Palm Beach County Board of County Commissioners 301 North Olive Ave West Palm Beach, FL 33401		Designated Member City of Lake Worth 7 North Dixie Hwy. Lake Worth, FL 33460
LIABILITY COVERAGE <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$1,000,000 \$100,000 SIR Public Officials Liability Limit Employment Practices Liability Limit <input checked="" type="checkbox"/> Employee Benefits Liability Limit \$1,000,000 \$100,000 SIR Law Enforcement Liability Limit		WORKERS' COMPENSATION COVERAGE <input checked="" type="checkbox"/> Self Insured Workers' Compensation \$500,000 Self Insured Retention <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease
PROPERTY COVERAGE <input checked="" type="checkbox"/> Buildings & Personal Property Per schedule on file with \$25,000 Deductible Trust limit <i>Note: See coverage agreement for details on wind, flood, and other deductibles.</i> <input checked="" type="checkbox"/> Rented, Borrowed and Leased Equipment Limit \$100,000 TTV See Schedule for Deductible <input checked="" type="checkbox"/> Total All other Inland Marine Limit \$1,143,526 TTV See Schedule for Deductible CRIME COVERAGE <input checked="" type="checkbox"/> Employee Dishonesty Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Forgery or Alteration Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Theft Disappearance & Destruction Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Computer Fraud Limit \$500,000 \$25,000 Deductible		AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$100,000 SIR <input checked="" type="checkbox"/> All Owned Specifically Described Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Automobile Physical Damage Comprehensive Collision Hired Auto with limit of Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.		
Description of Operations/ Locations/ Vehicles/Special Items: RE: REAP Grants <i>This section completed by member's agent, who bears complete responsibility and liability for its accuracy.</i>		
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 agreement above.		
Administrator Public Risk Underwriters® P.O. Box 968455 Lake Mary, FL 32795-8455		CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
Producer Public Risk Insurance Agency P. O. Box 2416 Daytona Beach, FL 32115		
PGIT-CERT (11/09) PRINT FORM		
		6/27/2016

**AGREEMENT BETWEEN PALM BEACH COUNTY AND LIMESTONE CREEK
ADVOCATES, INC. FOR THE COMMUNITY CAPACITY, SAFETY AND OUTREACH
PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Limestone Creek Advocates, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted four grant applications for the America's Next Top Neighborhood Award Program, which consists of a) purchasing and installing informational signage throughout the Limestone Creek neighborhoods; b) filing for IRS 501(c)(3) tax exempt status and accounting software; c) purchasing logoed polo shirts for the community and a laptop/tablet; and d) purchasing and installing uniform, decorative mailboxes to two blocks in the Limestone Creek community located in Jupiter, FL, hereinafter referred to as the "Community Capacity, Safety and Outreach Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Capacity, Safety and Outreach Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Twelve Thousand Nine Hundred Dollars (\$12,900.00) to help offset expenses toward AWARDEE's implementation of its Community Capacity, Safety and Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Capacity, Safety and Outreach Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit "A", attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY.

2. COUNTY agrees to fund an amount not to exceed Twelve Thousand Nine Hundred Dollars (\$12,900.00) to AWARDDEE for reimbursement of costs related to the Community Capacity, Safety and Outreach Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Twelve Thousand Nine Hundred Dollars (\$12,900.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex,

age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's

ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. Prior to execution of this Agreement, AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of

coverage to, OCR Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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

21. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Darlene Hatcher
Limestone Creek Advocates, Inc.
6900 2nd Street
Jupiter, FL 33458

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

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

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

WITNESSES:

AWARDEE
(Limestone Creek Advocates, Inc.)

2-6-3-

Witness Signature

Witness Signature

By: Darlene Hatcher, President
Darlene Hatcher, President (printed name)

Darlene Hatcher (Signature)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Limestone Creek Advocates, Inc.

Project Title:

Community Capacity, Safety and Outreach Project

Area Location:

Project will be located in various areas in Jupiter.

Project Description:

The proposed project consist of a) purchasing and installing informational signage throughout the Limestone Creek neighborhoods; b) filing for IRS 501(c)(3) tax exempt status and accounting software; c) purchasing logoed polo shirts for the community and a laptop/tablet; and d) purchasing and installing uniform, decorative mailboxes to two blocks in the Limestone Creek community located in Jupiter, FL.

Limestone Creek Advocates is a not for profit that helps to improve the health, safety and well-being of the residents of Limestone Creek. All items requested will be used in accordance with the new OCR "Abundant Community Initiative" ACI that recruits 50 block connectors to build community capacity. Each Block connector will receive a shirt and the Limestone Creek Advocates Board of Directors will use the laptop/tablet and software for community use and management only. The mailboxes will be provided and installed on two blocks to residents who signed authorization forms. The signs will be replacing existing faded signs on the County's right of way.

Equipment to be purchased:

IRS Filing Fee
Informational signs and post
Polo shirts
Laptop/tablet
Software
Mailboxes and post
Mailbox numbers
Pressure treated boards
Deck screws

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 12,900



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Limestone Creek Advocates, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Limestone Creek Advocates, Inc. which consists of a) purchasing and installing informational signage throughout the Limestone Creek neighborhoods; b) filing for IRS 501(c)(3) tax exempt status and accounting software; c) purchasing Logoed polo shirts for the community and a laptop/tablet; and d) purchasing and installing uniform, decorative mailboxes to two blocks in the Limestone Creek community located in Jupiter, FL, hereinafter referred to as the "Community Capacity, Safety and Outreach Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Limestone Creek Advocates, Inc

Name: Darlene Hatcher, President

Signature: 

Date: 7/18/16

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: LIMESTONE CREEK ADVOCATES, INC.

PROJECT DESCRIPTION:

The proposed project consist of a) purchasing and installing informational signage throughout the Limestone Creek neighborhoods; b) filing for IRS 501(c)(3) tax exempt status and accounting software; c) purchasing logoed polo shirts for the community and a laptop/tablet; and d) purchasing and installing uniform, decorative mailboxes to two blocks in the Limestone Creek community located in Jupiter, FL.

Limestone Creek Advocates is a not for profit that helps to improve the health, safety and well-being of the residents of Limestone Creek. All items requested will be used in accordance with the new OCR "Abundant Community Initiative" ACI that recruits 50 block connectors to build community capacity. Each Block connector will receive a shirt and the Limestone Creek Advocates Board of Directors will use the laptop/tablet and software for community use and management only. The mailboxes will be provided and installed on two blocks to residents who signed authorization forms. The signs will be replacing existing faded signs on the County's right of way.

County funds requested: \$ 12,900.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Limestone Creek Advocates, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☐ No ☒

COMMENTS: WE AGREE TO THEIR INSURANCE WAIVER REQUEST
PROVIDED EACH PERSON SIGNS A HOLD HARMLESS WAIVER


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND NEIGHBORS HELPING
NEIGHBORS PROJECT, INC. FOR THE COMMUNITY CAPACITY PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Neighbors Helping Neighbors Project, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of filing for IRS 501(c)(3) tax exempt status. Neighbors Helping Neighbors Project is a non-profit that provides services and outreach to individuals and neighborhoods in need along with educational guides for other services, hereinafter referred to as the "Community Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Capacity Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Four Hundred Dollars (\$400.00) to help offset expenses toward AWARDEE's implementation of its Community Capacity Project; and

WHEREAS, implementation of AWARDEE's Community Capacity Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Four Hundred Dollars (\$400.00) to AWARDEE for reimbursement of costs related to the Community Capacity Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Four Hundred Dollars (\$400.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. Prior to execution of this Agreement, AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage to, QCR Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

20.

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

22. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

23. The COUNTY and AWARDDEE 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.

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

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

26. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Robert Waples
Neighbors Helping Neighbors Project, Inc
825 Wright Drive
Lake Worth, FL 33461

28. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

29. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

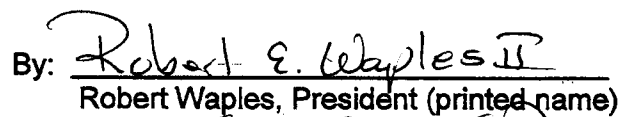
WITNESSES:


Witness Signature


Witness Signature

AWARDEE

(Neighbors Helping Neighbors Project, Inc.)

By: 
Robert Waples, President (printed name)


Robert Waples (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

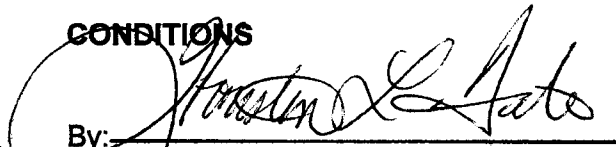

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Neighbors Helping Neighbors Project, Inc.

Project Title:

Community Capacity Project

Area Location:

Project will be located in Lake Worth.

Project Description:

The proposed project consist of filing for IRS 501(c)(3) tax exempt status. Neighbors Helping Neighbors Project is a non-profit that provides services and outreach to individuals and neighborhoods in need along with educational guides for other services.

Equipment to be purchased:

IRS Filing Fee

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 400



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Neighbors Helping Neighbors Project, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Neighbors Helping Neighbors Project, Inc. which consists of purchasing and installing unified neighborhood logo street banners to define the boundaries of Lake Worth neighborhoods, hereinafter referred to as the "Street Banner Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Neighbors Helping Neighbors Project, Inc.

Name: Robert Waples, President

Signature: _____

Date: 7/15/16

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: NEIGHBORS HELPING NEIGHBORS PROJECT, INC.

PROJECT DESCRIPTION:

The proposed project consist of filing for IRS 501(c)(3) tax exempt status. Neighbors Helping Neighbors Project is a non-profit that provides services and outreach to individuals and neighborhoods in need along with educational guides for other services.

County funds requested: \$ 400

APPROVAL STATUS:

Risk Management agrese/does not agree to waive the "insurance requirement" for Neighbors Helping Neighbors Project, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☐ No ☒

COMMENTS: NO INSURANCE REQUIRED


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

AGREEMENT BETWEEN PALM BEACH COUNTY AND NORTHWOOD HARBOR ASSOCIATION, INCORPORATED FOR THE COMMUNITY OUTREACH PROJECT

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Northwood Harbor Association, Incorporated a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 65-0954277.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted two grant applications for the America's Next Top Neighborhood Award Program, which consists of a) Filing for IRS 501(c)(3) tax exempt status; and b) purchasing items for a community newsletter, hereinafter referred to as the "Community Outreach Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Two Thousand Four Hundred Dollars (\$2,400.00) to help offset expenses toward AWARDEE's implementation of its Community Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Outreach Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Two Thousand Four Hundred Dollars (\$2,400.00) to AWARDEE for reimbursement of costs related to the

Community Outreach Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Four Hundred Dollars (\$2,400.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is

defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

20. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is

attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. 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.

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22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Carl Peterson
Northwood Harbor Association, Incorporated
5200 North Flagler Drive #1701
West Palm Beach, FL 33407

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

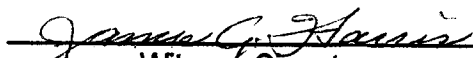
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Mary Lou Berger, Mayor


WITNESSES:

AWARDEE

(Northwood Harbor Association, Incorporated)




Witness Signature



Witness Signature

By: CARL PETERSON
Carl Peterson, President (printed name)

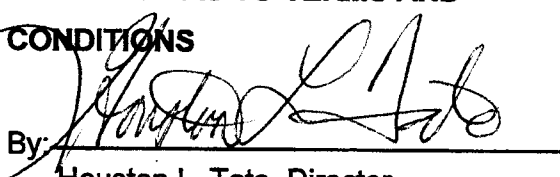


Carl Peterson (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Northwood Harbor Association, Incorporated

Project Title:

Community Outreach Project

Area Location:

Project will be located in West Palm Beach.

Project Description:

The proposed project consist of a) filing for IRS 501(c)(3) tax exempt status; and b) purchasing items for a community newsletter. Northwood Harbor Association is a not for profit neighborhood association located in West Palm Beach, FL. All materials purchased will be stored in a safe deposit box at the PNC bank located at 4520 Broadway, West Palm Beach, FL 33407, with access given to only the Board of Directors.

Equipment to be purchased:

IRS Filing Fee
Postage
Accounting services
Printing services
Stamps
Envelopes
Pens
Tape
Mailing labels

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 2,400



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Northwood Harbor Association, Incorporated ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Northwood Harbor Association, Incorporated which consists of purchasing and installing unified neighborhood logo street banners to define the boundaries of Lake Worth neighborhoods, hereinafter referred to as the "Street Banner Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Northwood Harbor Association, Incorporated

Name: Carl Peterson, President

Signature: _____

Date: 7/14/2016

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: NORTHWOOD HARBOR ASSOCIATION, INCORPORATED

PROJECT DESCRIPTION:

The proposed project consist of a) filing for IRS 501(c)(3) tax exempt status; and b) purchasing items for a community newsletter. Northwood Harbor Association is a not for profit neighborhood association located in West Palm Beach, FL. All materials purchased will be stored in a safe deposit box at the PNC bank located at 4520 Broadway, West Palm Beach, FL 33407, with access given to only the Board of Directors.


County funds requested: \$ 2,400

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Northwood Harbor Association, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: NO INSURANCE REQUIRED.


SIGNATURE OF REVIEWER

SCOTT MARTINEZ
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND OPERATION REBOOT, INC.
FOR THE COMMUNITY CAPACITY PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Operation Reboot, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of filing for IRS 501(c)(3) tax exempt status. Operation Reboot is a not for profit organization that refurbishes computers to provide to individuals and other not for profits in need, hereinafter referred to as the "Community Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Capacity Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Four Hundred Dollars (\$400.00) to help offset expenses toward AWARDEE's implementation of its Community Capacity Project; and

WHEREAS, implementation of AWARDEE's Community Capacity Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Four Hundred Dollars (\$400.00) to AWARDEE for reimbursement of costs related to the Community Capacity Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Four Hundred Dollars (\$400.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

20.

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

22. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

23. The COUNTY and AWARDDEE 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.

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

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

26. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Robert Waples
Operation Reboot, Inc.
825 Wright Drive
Lake Worth, FL 33460

28. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

29. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

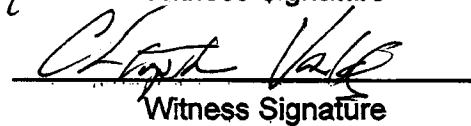
By: _____
Deputy Clerk

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

By _____
Mary Lou Berger, Mayor

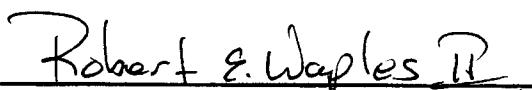
WITNESSES:

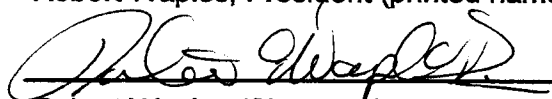

Witness Signature


Witness Signature

AWARDEE

(Operation Reboot, Inc.)

By: 
Robert Waples, President (printed name)


Robert Waples (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

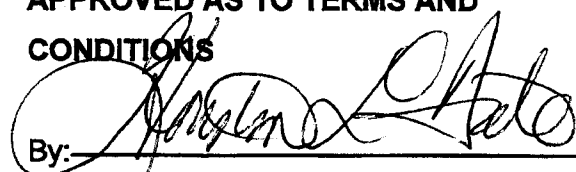
By: 
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Operation Reboot, Inc.

Project Title:

Community Capacity Project

Area Location:

Project will be located in Lake Worth.

Project Description:

The proposed project consist of filing for IRS 501(c)(3) tax exempt status. Operation Reboot is a non-profit organization that refurbishes computers to provide to individuals and other not for profits in need.

Equipment to be purchased:

IRS Filing Fee

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 400



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

**Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411**

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____ Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Operation Reboot, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Operation Reboot, Inc. which consists of filing for IRS 501(c)(3) tax exempt status. Operation Reboot is a not for profit organization that refurbishes computers to provide to individuals and other not for profits in need, hereinafter referred to as the "Community Capacity Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Operation Reboot, Inc.

Name: Robert Waples, President

Signature: _____

Date: 7/18/16

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: OPERATION REBOOT, INC.

PROJECT DESCRIPTION:

The proposed project consist of filing for IRS 501(c)(3) tax exempt status. Operation Reboot is a non-profit organization that refurbishes computers to provide to individuals and other not for profits in need.

County funds requested: \$ 400

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Operation Reboot, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: NO INSURANCE REQUIRED


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND GLADES INTERAGENCY
NETWORK, INC. FOR THE COMMUNITY OUTREACH PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Glades Interagency Network, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 47-2836229.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of filing for IRS 501(c)(3) tax exempt status and to purchase items for community events in the Glades. The Glades Interagency Network is a not for profit that provides needed services for the Tri-City Glades area to prevent crime and other issues in the Glades, hereinafter referred to as the "Community Outreach Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Four Thousand Seven Hundred Dollars (\$4,700.00) to help offset expenses toward AWARDEE's implementation of its Community Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Outreach Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Four Thousand Seven Hundred Dollars (\$4,700.00) to AWARDEE for reimbursement of costs related to the Community Outreach Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Four Thousand Seven Hundred Dollars (\$4,700.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Shirley Walker-Turner
Glades Interagency Network, Inc.
225 S.W. 6th Avenue
South Bay, FL 33493

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

WITNESSES:

Moses Barber
Witness Signature

Wishuissaliette Hippolite
Witness Signature

AWARDEE

(Glades Interagency Network, Inc.)

By: Shirley Walker-Turner
Shirley Walker-Turner, President (printed name)

Shirley Walker-Turner
Shirley Walker-Turner (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Glades Interagency Network, Inc.

Project Title:

Community Outreach Project

Area Location:

Project will be located in the Tri-City Glades area.

Project Description:

The proposed project consist of filing for the IRS 501 (c)(3) tax exempt status and to purchase items for community events in the Glades. The Glades Interagency Network is a not for profit that provides needed services for the Tri-City Glades area to prevent crime and other issues in the Glades.

Equipment to be purchased:

IRS Filing Fees
Tables
Chairs
Chair coverings
Logoed t-shirts
Logoed tote bags
Table coverings

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 4,700



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

**Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411**

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

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Glades Interagency Network, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Glades Interagency Network, Inc. which consists of filing for IRS 501(c)(3) tax exempt status and to purchase items for community events in the Glades. The Glades Interagency Network is a not for profit that provides needed services for the Tri-City Glades area to prevent crime and other issues in the Glades, hereinafter referred to as the "Community Outreach Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Glades Interagency Network, Inc.

Name: Shirley Walker-Turner, President

Signature: Shirley Walker-Turner Date: 7-18-20

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: GLADES INTERAGENCY NETWORK, INC.

PROJECT DESCRIPTION:

The proposed project consist of filing for the IRS 501 (c)(3) tax exempt status and to purchase items for community events in the Glades. Glades Interagency Network is a not for profit that provides needed services for the Tri-City Glades area to prevent crime and other issues in the Glades.

County funds requested: \$4,700

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Glades Interagency Network, Inc. a Florida not for profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: NO INSURANCE REQUIRED


SIGNATURE OF REVIEWER

SCOTT MANNING
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE GLADES INITIATIVE
INC. FOR THE COMMUNITY OUTREACH PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and The Glades Initiative Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 01-0733180.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on January 28, 2016 to February 25, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing printing services for the "Glades Area Resource Guide", hereinafter referred to as the "Community Outreach Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Four Thousand Six Hundred Dollars (\$4,600.00) to help offset expenses toward AWARDEE's implementation of its Community Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Outreach Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to Four Thousand Six Hundred Dollars (\$4,600.00) to AWARDEE for reimbursement of costs related to the Community Outreach Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Four Thousand Six Hundred Dollars (\$4,600.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event Awardee is in default of its obligations under this Agreement, the County shall provide Awardee thirty (30) days written notice to cure the default. In the event Awardee fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Awardee for the Project deemed to be in default and Awardee shall return any County funds already collected by Awardee under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Awardee shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event Awardee ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Awardee. County shall make the determination that Awardee has ceased or suspended the Project and Awardee agrees to be bound by County's determination.

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

14. Awardee agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Awardee. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Karis Engle
The Glades Initiative Inc.
141 SE Avenue C
Belle Glade, FL 33430

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

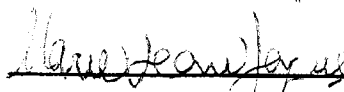
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By _____
Mary Lou Berger, Mayor

WITNESSES:



Witness Signature



Witness Signature

AWARDEE

(The Glades Initiative Inc.)

By: Karis Engle
Karis Engle, CEO (printed name)

Karis Engle
Karis Engle (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

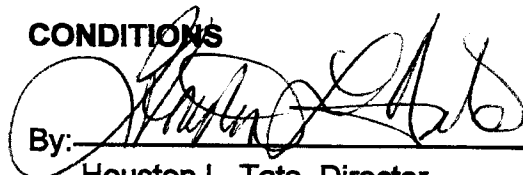

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

The Glades Initiative Inc.

Project Title:

Community Outreach Project

Area Location:

Project will be located in the Tri-City Glades area.

Project Description:

The proposed project consists of purchasing printing services for the "Glades Area Resource Guide".

Equipment to be purchased:

Printing Services

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 4,600



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

**Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411**

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by The Glades Initiative Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to The Glades Initiative Inc. which consists of purchasing printing services for the "Glades Area Resource Guide", hereinafter referred to as the "Community Outreach Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: The Glades Initiative Inc.

Name: Karis Engle, CEO

Signature: Karis Engle Date: 7/20/16

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: THE GLADES INITIATIVE INC.

PROJECT DESCRIPTION:

The proposed project consists of purchasing printing services for the "Glades Area Resource Guide".

County funds requested: \$4,600

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for The Glades Initiative Inc. a Florida not for profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: NO INSURANCE REQUIRED.


SIGNATURE OF REVIEWER

SCOTT MANTINE
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND NEIGHBORHOOD
ASSOCIATION PRESIDENT'S COUNCIL, INC. FOR A STREET BANNER PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Neighborhood Association Presidents Council, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 26-0277050.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing and installing unified neighborhood logo street banners to define the boundaries of Lake Worth neighborhoods, hereinafter referred to as the "Street Banner Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Street Banner Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Street Banner Project; and

WHEREAS, implementation of AWARDEE's Community Street Banner Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Street Banner Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Mary Lindsey
Neighborhood Association President's Council Inc.
327 Columbia Drive
Lake Worth, FL 33460

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

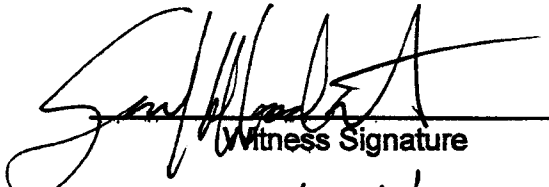
**SHARON R. BOCK, Clerk &
Comptroller**

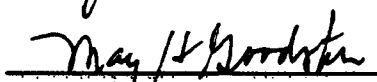
By: _____
Deputy Clerk

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

By _____
Mary Lou Berger, Mayor

WITNESSES:



Witness Signature


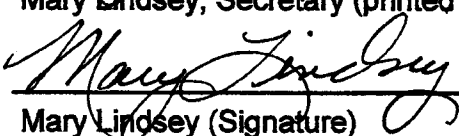
Witness Signature

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

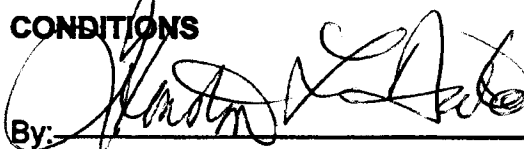
AWARDEE

(Neighborhood Association President's Council Inc.)

By: Mary Lindsey
Mary Lindsey, Secretary (printed name)


Mary Lindsey (Signature)

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Neighborhood Association Presidents Council, Inc.

Project Title:

Street Banner Project

Area Location:

Project will be located in various locations in Lake Worth.

Project Description:

The proposed project consist of purchasing and installing unified neighborhood logo street banners to define the boundaries of Lake Worth neighborhoods. The City of Lake Worth will install the banners on the City's utility poles where indicated in the grant application. The City of Lake Worth will also monitor and maintain the condition of the banners.

Equipment to be purchased:

Logoed street banners
Poles and hardware
Brochures
Booklets

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement**

County funds recommended:

\$ 5,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Neighborhood Association President's Council, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Neighborhood Association President's Council, Inc. which consists of purchasing and installing unified neighborhood logo street banners to define the boundaries of Lake Worth neighborhoods, hereinafter referred to as the "Street Banner Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Neighborhood Association President's Council, Inc.

Name: Mary Lindsey, Secretary

Signature: 

Date: 

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: NEIGHBORHOOD ASSOCIATION PRESIDENTS COUNCIL, INC.

PROJECT DESCRIPTION:

The proposed project consist of purchasing and installing unified neighborhood logo street banners to define the boundaries of Lake Worth neighborhoods. The City of Lake Worth will install the banners on the City's utility poles where indicated in the grant application. The City of Lake Worth will also monitor and maintain the condition of the banners.

County funds requested: \$ 5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Neighborhood Association Presidents Council, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☒ No ☐

COMMENTS: INSURANCE SUPPLIED BY THE CITY OF
LAKE WORTH IS ACCEPTABLE AS THEY WILL BE DOING THE WORK


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

CERTIFICATE OF COVERAGE

ISSUED ON: 5/22/2015

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: **PT 14 000003 14-05**

COVERAGE PERIOD: **10/1/2014 TO 10/31/2015 12:01 AM**

COVERAGES: This is to certify that the agreement holder has been licensed to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, conditions and conditions of such agreement.

Issued to: Certificate Holder
Palm Beach County Board of County Commissioners
301 North Olive Avenue
West Palm Beach, FL 33401

Designated Member:
City of Lake Worth
7 North Dixie Hwy.
Lake Worth, FL 33460

LIABILITY COVERAGE

☒ Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
Limit \$1,000,000 \$100,000 SIR
Public Officials Liability
Limit
Employment Practices Liability
Limit
Employee Benefits Liability
Limit \$1,000,000 \$100,000 SIR
Law Enforcement Liability
Limit

WORKERS COMPENSATION COVERAGE

☒ Self Insured Workmen's Compensation
\$500,000 Self Insured Retention
☒ Statutory Workmen's Compensation
☒ Employee Liability
\$1,000,000 Each Accident
\$1,000,000 By Disease
\$1,000,000 Aggregate Damage

PROPERTY COVERAGE

☒ Buildings & Personal Property
Per schedule on file with \$25,000 Deductible
Theft/Loss
Note: See coverage agreement for details on water, flood, and other deductibles.
☒ Rental, Storage and Leased Equipment
Limit \$100,000 TIV See Schedule for Deductible
☒ All other Insured Property
Limit \$1,482,714 TIV See Schedule for Deductible

AUTOMOBILE COVERAGE

☒ Automobile Liability
Limit \$1,000,000 \$100,000 SIR
☒ All Owned
Specifically Described Autos
☒ Hired Autos
☒ Non-Owned Autos
Automobile Physical Damage
Comprehensive
Collision
Hired Autos with limit of
George Keagans
Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

CRIME COVERAGE

☒ Burglary/Dishonesty
Limit \$250,000 \$25,000 Deductible
☒ Forgery or Alteration
Limit \$250,000 \$25,000 Deductible
☒ Theft Disappearance & Destruction
Limit \$250,000 \$25,000 Deductible
☒ Computer Fraud
Limit \$250,000 \$25,000 Deductible

NOTE: The most we will pay is further limited by the limitations set forth in Section 766.20(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

Description of Operational Location/Vehicles/Special Items:

Certificate is issued with respect to the Palm Beach County Office of Community Reentry/Adults' Resident Education to Action Program (REAP) grant funding.

This coverage is provided by member's agent, who bears complete responsibility and liability for its coverage.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not amend, extend or alter the coverage afforded by the agreement above.

Architectural

Public Risk Underwriters
P.O. Box 980465
Lake Mary, FL 32756-0465

DECLARATION

DECLARATION OF THE AUTHORIZED REPRESENTATIVE: I, the undersigned, hereby declare that the information furnished herein is true and correct, and that I am duly authorized to execute this certificate on behalf of the member, and that I am not aware of any facts or circumstances which might render this information false or misleading.

Producer
Public Risk Insurance Agency
P.O. Box 3446
Daytona Beach, FL 32115

AUTHORIZED REPRESENTATIVE

Myra E. Shaw

PGT-CERT (11/09) / PRINT ONLY

5/22/2015



City of Lake Worth, Florida
Public Services Department
7 North Dixie Highway
Lake Worth, Florida 33460
Jamie Brown, Director

March 22, 2016

Re: NAPC and All Lake Worth Neighborhood Associations Neighborhood Identification Street Banner Projects

This letter confirms the commitment by the City of Lake Worth Public Services Department to install brackets and poles for hanging vinyl street banners on City owned utility poles in the public right of way throughout the Neighborhoods participating in the Palm Beach County REAP program.

Public Services will make every effort to accommodate the locations requested by the Neighborhoods, and a map indicating the desired locations will be provided by the Neighborhoods. However, placement is subject to Public Services Dept. discretion

The donated labor cost to install the brackets and hang the banners is \$5.00 per banner/location.

The cost to the Neighborhood Association Presidents Council, (NAPC) and the Lake Worth Neighborhood Associations for each set of brackets and poles required to install the banners is \$59 per set, one set per banner/location.

A handwritten signature in black ink, appearing to be "J. Brown", is written over a horizontal line.

Jamie Brown, Director
Lake Worth Public Services Department
Phone: (561) 586-1720
Email: jbrown@lakeworth.org

www.lakeworth.org

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ROYAL POINCIANA
NEIGHBORHOOD ASSOCIATION, INC. FOR THE COMMUNITY CLEAN UP AND
OUTREACH PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Royal Poinciana Neighborhood Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 65-90-0964880.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted two grant applications for the America's Next Top Neighborhood Award Program, which consists of a) purchasing equipment and supplies for neighborhood clean-ups for the "Keep Royal Poinciana Beautiful" project located in Lake Worth; and b) purchase of simple business cards in English, Spanish and Creole specifying Royal Poinciana's perimeter, meeting times and location and logoed t-shirts, hereinafter referred to as the "Community Clean up and Outreach Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Clean up and Outreach Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Two Thousand One Hundred and Fifty Dollars (\$2,150.00) to help offset expenses toward AWARDEE's implementation of its Community Clean up and Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Clean up and Outreach Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit "A", attached

hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY.

2. COUNTY agrees to fund an amount not to exceed Two Thousand One Hundred and Fifty Dollars (\$2,150.00) to AWARDDEE for reimbursement of costs related to the Community Clean up and Outreach Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand One Hundred and Fifty Dollars (\$2,150.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any

COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Sarah Parr- Malega
Royal Poinciana Neighborhood Association, Inc.
408 South E. Street
Lake Worth, FL 33460

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDDEE.

28. 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 AWARDDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or 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.

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

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

ATTEST:

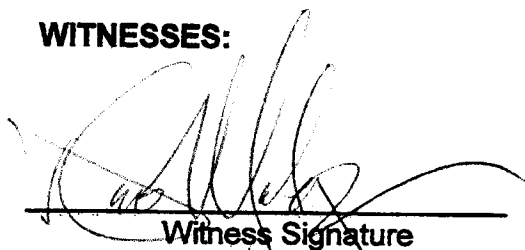
**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

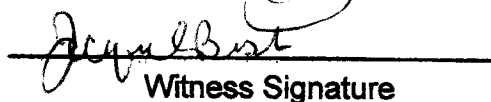
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By _____
Mary Lou Berger, Mayor

WITNESSES:



Witness Signature



Witness Signature

AWARDEE

(Royal Poinciana Neighborhood Association, Inc.)

By: Sarah Parr-Malega Pres
Sarah Parr-Malega, President (printed name)



Sarah Parr-Malega (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

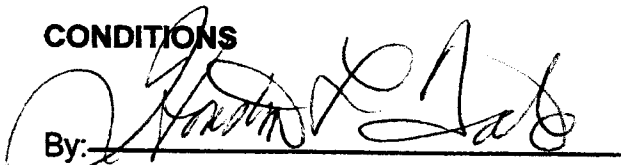

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Royal Poinciana Neighborhood Association, Inc.

Project Title:

Community Clean up and Outreach Project

Area Location:

Project will be located in Lake Worth, FL.

Project Description:

The proposed projects consist of a) purchasing equipment and supplies for neighborhood clean-ups for the "Keep Royal Poinciana Beautiful" project located in Lake Worth; and b) purchase of simple business cards in English, Spanish and Creole specifying Royal Poinciana's perimeter, meeting times and location and logoed t-shirts. Cleanups are monthly and move one block over each month. All cleanups are organized with Solid Waste Authority as a partner and published on Lake Worth CRA website, facebook, and e-mail blast. Equipment purchased will be stored in a shed that will be located at 408 S.E. Street, Lake Worth, FL. Logoed t-shirts will be distributed and worn by residents at community clean-ups and events.

Equipment to be purchased:

- Gas Grass blower
- Electric cordless weed eater/trimmer
- Rakes
- Shovels
- Hand dump cart
- Portable storage shed
- Logoed t-shirts
- Business cards

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 2,150



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Royal Poinciana Neighborhood Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Royal Poinciana Neighborhood Association, Inc. which consists of a) purchasing equipment and supplies for neighborhood clean-ups for the "Keep Royal Poinciana Beautiful" project located in Lake Worth; and b) purchase of simple business cards in English, Spanish and Creole specifying Royal Poinciana's perimeter, meeting times and location and logoed t-shirts, hereinafter referred to as the "Community Clean up and Outreach Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Royal Poinciana Neighborhood Association, Inc.

Name: Sarah Parr- Malega, President

Signature: 

Date: 7/18/14

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: ROYAL POINCIANA NEIGHBORHOOD ASSOCIATION, INC.

PROJECT DESCRIPTION:

The proposed projects consist of a) purchasing equipment and supplies for neighborhood clean-ups for the "Keep Royal Poinciana Beautiful" project located in Lake Worth; and b) purchase of simple business cards in English, Spanish and Creole specifying Royal Poinciana's perimeter, meeting times and location and logoed t-shirts. Cleanups are monthly and move one block over each month. All cleanups are organized with Solid Waste Authority as a partner and published on Lake Worth CRA website, facebook, and e-mail blast. Equipment purchased will be stored in a shed that will be located at 408 S.E. Street, Lake Worth, FL. Logoed t-shirts will be distributed and worn by residents at community clean-ups and events.

County funds requested: \$2,150

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Royal Poinciana Neighborhood Association, Inc. a Florida not for profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: NO INSURANCE REQUIRED.


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND TROPICAL RIDGE
NEIGHBORHOOD ASSOCIATION, INC. FOR THE COMMUNITY OUTREACH
PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Tropical Ridge Neighborhood Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 83-0486544.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of installing street banners across 80 blocks of the interior of Tropical Ridge neighborhoods located in Lake Worth, FL. As well as, purchasing yard signs, door hangers and newsletters to promote monthly meetings, hereinafter referred to as the "Community Outreach Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Outreach Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Beautification Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses

normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

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22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Raymond Loften
Tropical Ridge Neighborhood Association, Inc.
P.O. Box 15945
West Palm Beach, FL 33416

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

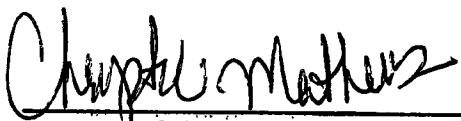
**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk


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

By _____
Mary Lou Berger, Mayor

WITNESSES:



Witness Signature

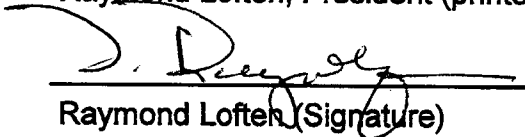


Witness Signature

AWARDEE

(Tropical Ridge Neighborhood Association, Inc.)

By: J. W. RAYMOND LOFTEN
Raymond Loften, President (printed name)



Raymond Loften (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Tropical Ridge Neighborhood Association, Inc.

Project Title:

Community Outreach Project

Area Location:

Project will be located in various locations in Lake Worth.

Project Description:

The proposed project consist of purchasing and installing street banners across 80 blocks of the interior of Tropical Ridge neighborhoods located in Lake Worth, FL. As well as purchasing yard signs, door hangers and newsletters to promote monthly meetings. The City of Lake Worth will install the banners on the City's utility poles where indicated in the grant application. The City of Lake Worth will also monitor and maintain the condition of the banners.

Equipment to be purchased:

Logoed street banners
Poles and hardware
Removeable yard signs
Printing services

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement**

County funds recommended:

\$ 5,000

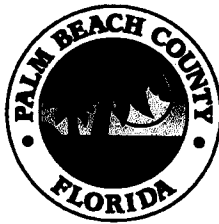


Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Tropical Ridge Neighborhood Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Tropical Ridge Neighborhood Association, Inc. which consists of installing street banners across 80 blocks of the interior of Tropical Ridge neighborhoods located in Lake Worth, FL. As well as, purchasing yard signs, door hangers and newsletters to promote monthly meetings, hereinafter referred to as the "Community Outreach Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

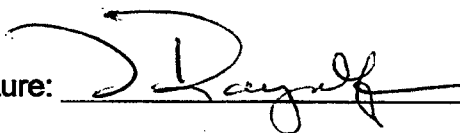
1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Tropical Ridge Neighborhood Association, Inc.

Name: Raymond Loftin, President

Signature: _____



Date: 09 AUG 2016

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: TROPICAL RIDGE NEIGHBORHOOD ASSOCIATION, INC.

PROJECT DESCRIPTION:

The proposed project consist of purchasing and installing street banners across 80 blocks of the interior of Tropical Ridge neighborhoods located in Lake Worth, FL. As well as purchasing yard signs, door hangers and newsletters to promote monthly meetings. The City of Lake Worth will install the banners on the City's utility poles where indicated in the grant application. The City of Lake Worth will also monitor and maintain the condition of the banners.

County funds requested: \$5,000

APPROVAL STATUS:

Risk Management agree/do not agree to waive the "insurance requirement" for Tropical Ridge Neighborhood Association, Inc. a Florida not for profit corporation.

INSURANCE NEEDED: Yes ☐ No ☒

COMMENTS: NO INSURANCE REQUIRED


SIGNATURE OF REVIEWER

SCOTT MARTINEZ
PRINT NAME


TITLE OF REVIEWER

7/17/16
DATE



City of Lake Worth, Florida
Public Services Department
7 North Dixie Highway
Lake Worth, Florida 33460
Jamie Brown, Director

March 22, 2016

Re: NAPC and All Lake Worth Neighborhood Associations Neighborhood Identification Street Banner Projects

This letter confirms the commitment by the City of Lake Worth Public Services Department to install brackets and poles for hanging vinyl street banners on City owned utility poles in the public right of way throughout the Neighborhoods participating in the Palm Beach County REAP program.

Public Services will make every effort to accommodate the locations requested by the Neighborhoods, and a map indicating the desired locations will be provided by the Neighborhoods. However, placement is subject to Public Services Dept. discretion

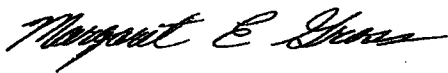
The donated labor cost to install the brackets and hang the banners is \$5.00 per banner/location.

The cost to the Neighborhood Association Presidents Council, (NAPC) and the Lake Worth Neighborhood Associations for each set of brackets and poles required to install the banners is \$59 per set, one set per banner/location.

A handwritten signature in black ink, appearing to read "J. Brown", with a long horizontal flourish extending to the right.

Jamie Brown, Director
Lake Worth Public Services Department
Phone: (561) 586-1720
Email: jbrown@lakeworth.org

www.lakeworth.org

CERTIFICATE OF COVERAGE		ISSUED ON: 6/27/2016
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST		
PACKAGE AGREEMENT NUMBER: PX FL1 0502013 15-06		COVERAGE PERIOD: 10/1/2015 TO 10/1/2016 12:01 AM
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.		
Mail to: Certificate Holder Palm Beach County Board of County Commissioners 301 North Olive Ave West Palm Beach, FL 33401		Designated Member City of Lake Worth 7 North Dixie Hwy. Lake Worth, FL 33460
LIABILITY COVERAGE X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$1,000,000 \$100,000 SIR Public Officials Liability Limit Employment Practices Liability Limit X Employee Benefits Liability Limit \$1,000,000 \$100,000 SIR Law Enforcement Liability Limit		WORKERS' COMPENSATION COVERAGE X Self Insured Workers' Compensation \$500,000 Self Insured Retention X Statutory Workers' Compensation X Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease
PROPERTY COVERAGE X Buildings & Personal Property Per schedule on file with \$25,000 Deductible Trust Limit <i>Note: See coverage agreement for details on wind, flood, and other deductibles.</i> X Rented, Borrowed and Leased Equipment Limit \$100,000 TIV See Schedule for Deductible X Total All other Inland Marine Limit \$1,143,526 TIV See Schedule for Deductible CRIME COVERAGE X Employee Dishonesty Limit \$500,000 \$25,000 Deductible X Forgery or Alteration Limit \$500,000 \$25,000 Deductible X Theft Disappearance & Destruction Limit \$500,000 \$25,000 Deductible X Computer Fraud Limit \$500,000 \$25,000 Deductible		AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$100,000 SIR X All Owned Specifically Described Autos X Hired Autos X Non-Owned Autos Automobile Physical Damage Comprehensive Collision Hired Auto with limit of Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.		
Description of Operations/ Locations/ Vehicles/Special Items: RE: REAP Grants <i>This section completed by member's agent, who bears complete responsibility and liability for its accuracy.</i>		
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 agreement above.		
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455		CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.
Producer Public Risk Insurance Agency P. O. Box 2416 Daytona Beach, FL 32115		 AUTHORIZED REPRESENTATIVE
PGIT-CERT (11/09) PRINT FORM		6/27/2016

**AGREEMENT BETWEEN PALM BEACH COUNTY AND LUZ TORRES FOR THE
COMMUNITY OUTREACH PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Luz Torres, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 65-0631738.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on January 28, 2016 to February 25, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing and installing uniformed address plaques, numbers and mailboxes in Pahokee, FL. As well as, purchasing items and printing services for a community newsletter, hereinafter referred to as the "Community Outreach Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Two Thousand Eight Hundred Dollars (\$2,800.00) to help offset expenses toward AWARDEE's implementation of its Community Outreach Project; and

WHEREAS, implementation of AWARDEE's Community Outreach Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Two Thousand Eight Hundred Dollars (\$2,800.00) to AWARDEE for reimbursement of costs related to the Community Outreach Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Eight Hundred Dollars (\$2,800.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Luz Torres
354 Annona Avenue
Pahokee, FL 33476

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

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

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

WITNESSES:

**AWARDEE
(Luz Torres)**

Witness Signature

Witness Signature

By: Luz Torres
Luz Torres (printed name)
[Signature]
Luz Torres (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: [Signature]
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Luz Torres

Project Title:

Community Outreach Project

Area Location:

Project will be located in Pahokee, FL.

Project Description:

The proposed project consist of purchasing and installing uniformed address plaques, numbers and mailboxes in Pahokee, FL. As well as, purchasing items and printing services for a community newsletter.

Equipment to be purchased:

Mailboxes

Address plaques and numbers

Postage

Paper

Printing services

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 2,800



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

**Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411**

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

- 1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.

- 2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

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

Name: _____ Date: _____

Signature: _____

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

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Luz Torres ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Luz Torres which consists of purchasing and installing uniformed address plaques, numbers and mailboxes in Pahokee, FL. As well as, purchasing items and printing services for a community newsletter, hereinafter referred to as the "Community Outreach Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

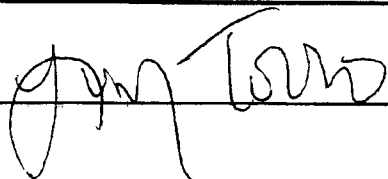
1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Luz Torres

Name: Luz Torres

Signature: _____



Date: 7-18-16

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: LUZ TORRES

PROJECT DESCRIPTION:

The proposed project consist of purchasing and installing uniformed address plaques, numbers and mailboxes in Pahokee, FL. As well as, purchasing items and printing services for a community newsletter.

County funds requested: \$2,800

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Luz Torres.

INSURANCE NEEDED: Yes ☐ No ☒

COMMENTS: NO INSURANCE REQUIRED. RELEASES MUST BE OBTAINED


SIGNATURE OF REVIEWER

SCOTT MARTINO
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND LAKE WORTH EDEN
NEIGHBORHOOD ASSOCIATION, INC. FOR THE COMMUNITY CRIME WATCH
PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Lake Worth Eden Neighborhood Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of installing crime watch signs on the public right of way throughout the Lake Worth Eden neighborhoods, hereinafter referred to as the "Community Crime Watch Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Crime Watch Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed One Thousand Nine Hundred Dollars (\$1,900.00) to help offset expenses toward AWARDEE's implementation of its Community Crime Watch Project; and

WHEREAS, implementation of AWARDEE's Community Crime Watch Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed One Thousand Nine Hundred Dollars (\$1,900.00) to AWARDEE for reimbursement of costs related to the Community Crime Watch Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 One Thousand Nine Hundred Dollars (\$1,900.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

20. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

24. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Mark Pickering
Lake Worth Eden Neighborhood Association, Inc.
1718 North K Street
Lake Worth, FL 33460

26. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this

Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

27. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk


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

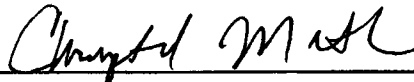
By: _____
Mary Lou Berger, Mayor

WITNESSES:


AWARDEE

**(Lake Worth Eden Neighborhood Association,
Inc.)**



Witness Signature


Witness Signature

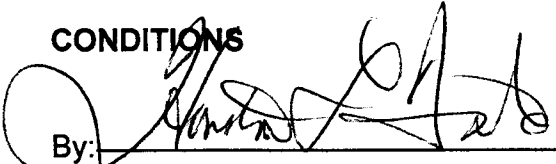
By: MARK W PICKERING
Mark Pickering, President (printed name)


Mark Pickering (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Lake Worth Eden Neighborhood Association, Inc.

Project Title:

Community Crime Watch Project

Area Location:

Project will be located in various areas in Lake Worth.

Project Description:

The proposed project consists of installing crime watch signs on the public right of way throughout the Lake Worth Eden neighborhoods. The City of Lake Worth will install the signs on the City's rights of way where indicated in the grant application. The City of Lake Worth will also monitor and maintain the condition of the signs.

Equipment to be purchased:

Crime watch metal signs

Metal sign poles

Sign brackets with bolts

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 1,900



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Lake Worth Eden Neighborhood Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Lake Worth Eden Neighborhood Association, Inc which consists of installing crime watch signs on the public right of way throughout the Lake Worth Eden neighborhoods, hereinafter referred to as the "Community Crime Watch Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.


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

1. Awardee 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. Awardee 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 Awardee.

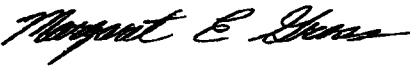
I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Lake Worth Eden Neighborhood Association, Inc.

Name: Mark Pickering, President

Signature: 

Date: 7/20/16

CERTIFICATE OF COVERAGE		ISSUED ON: 6/27/2016
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST		
PACKAGE AGREEMENT NUMBER: PX FL1 6502013 15-06		COVERAGE PERIOD: 10/1/2015 TO 10/1/2016 12:01 AM
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.		
Mail to: Certificate Holder Palm Beach County Board of County Commissioners 301 North Olive Ave West Palm Beach, FL 33401		Designated Member City of Lake Worth 7 North Dade Hwy. Lake Worth, FL 33460
LIABILITY COVERAGE <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$1,000,000 \$100,000 SIR Public Officials Liability Limit Employment Practices Liability Limit <input checked="" type="checkbox"/> Employee Benefits Liability Limit \$1,000,000 \$100,000 SIR Law Enforcement Liability Limit		WORKERS' COMPENSATION COVERAGE <input checked="" type="checkbox"/> Self Insured Workers' Compensation \$500,000 Self Insured Retention <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease
PROPERTY COVERAGE <input checked="" type="checkbox"/> Buildings & Personal Property Per schedule on file with \$25,000 Deductible Trust Limit <i>Note: See coverage agreement for details on wind, flood, and other deductibles.</i> <input checked="" type="checkbox"/> Rented, Borrowed and Leased Equipment Limit \$100,000 TIV See Schedule for Deductible <input checked="" type="checkbox"/> Total All other Inland Marine Limit \$1,143,526 TIV See Schedule for Deductible CRIME COVERAGE <input checked="" type="checkbox"/> Employee Dishonesty Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Forgery or Alteration Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Theft Disappearance & Destruction Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Computer Fraud Limit \$500,000 \$25,000 Deductible		AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$100,000 SIR <input checked="" type="checkbox"/> All Owned Specifically Described Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Automobile Physical Damage Comprehensive Collision Hired Auto with limit of Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 766.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.		
Description of Operations/ Locations/ Vehicles/Special Items: RE: REAP Grants <i>This section completed by member's agent, who bears complete responsibility and liability for its accuracy.</i>		
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 agreement above.		
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455 Producer Public Risk Insurance Agency P. O. Box 2416 Daytona Beach, FL 32116		CANCELLATIONS SHOULD ANY PARTY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
PGIT-CERT (11/09) PRINT FORM		6/27/2016



Lake Worth, Florida. The Art of Florida Living.™

OFFICE OF THE CITY MANAGER

1900 2nd Avenue North
Lake Worth, FL 33461
561.586.1689

March 23, 2016

Ms. Chrystal Matthews, Grant Administrator
Mr. Houston Tate, Director
Palm Beach County Office of Community Revitalization
Resident Education to Action Program
2300 Jog Road
West Palm Beach, FL 33411

RE: The Neighborhood Association Presidents Council, Inc. and All Lake Worth Neighborhood Associations Crime Watch Projects

Dear Ms. Matthews and Mr. Tate:

On behalf of the City of Lake Worth, I am happy to endorse the Neighborhood Association President's Council, Inc. and its city-wide affiliated neighborhood associations' "Neighborhood Wide - Neighborhood Watch" program. I also wish to confirm that the City of Lake Worth will be a participating partner in the implementation of this worthwhile Neighborhood Grant project.

The City's contribution is detailed in the attached Donation Letter that confirms the City's permission and assistance with the installation of these signs on the City's rights of way where indicated on the proposed plan, and the City's commitment to monitor the condition of the proposed Neighborhood Watch signs throughout participating neighborhoods. This monitoring will be performed by personnel in our Public Services Department as they perform their regularly assigned duties of trash collection twice weekly throughout the neighborhood. City staff will maintain the signs in the event they are damaged.

The City of Lake Worth has made a considerable investment of time and money to address concerns related to blight and crime within all of our neighborhoods. These issues are inseparable and difficult to resolve. This kind of Neighborhood Watch with consistent, highly visible and widely recognizable signage will serve to increase resident participation in public safety and provide immeasurable assistance to the City in our collaboration with Palm Beach Sheriff's Office District 14, Lake Worth to improve the quality of life for all of our residents.

Of special significance is the door to door, neighbor to neighbor education aspect of the project. This kind of communication that is simply beyond the capacity of any municipality and its potential for effectiveness cannot be overstated.

It is my sincere hope that this project receives all due consideration as I have no doubt of the positive outcomes. I look forward to this successful model being adopted by Neighborhood Associations across the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Bornstein", written over the printed name.

Michael Bornstein, City Manager

**AGREEMENT BETWEEN PALM BEACH COUNTY AND LANTANA HOMES
HOMEOWNERS ASSOCIATION, INC. FOR THE COMMUNITY PARK PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Lantana Homes Homeowners Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 65-0035067.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of purchasing and installing exercise equipment, merry go round and bike rack to create a fitness zone in the Indian Pines community park located in Lake Worth, FL, hereinafter referred to as the "Community Park Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Park Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000.00) to help offset expenses toward AWARDEE's implementation of its Community Park Project; and

WHEREAS, implementation of AWARDEE's Community Park Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Community Park Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. 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 Five Thousand Dollars (\$5,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

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

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

21. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

22. The COUNTY and AWARDDEE 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.

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Ema Jones
Lantana Homes Homeowners Association, Inc.
5956 Triphammer Road
Lake Worth, FL 33463

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

28. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk


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

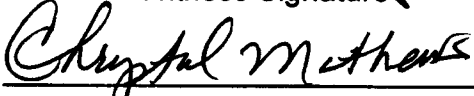
By _____
Mary Lou Berger, Mayor

WITNESSES:

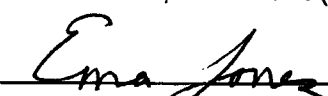
AWARDEE

(Lantana Homes Homeowners Association, Inc.)



Witness Signature


Witness Signature

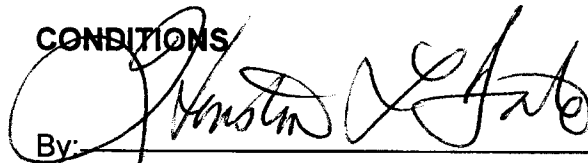
By: Ema Jones
Ema Jones, President (printed name)


Ema Jones (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**


By: _____
Houston L. Tate, Director
Office of Community Revitalization

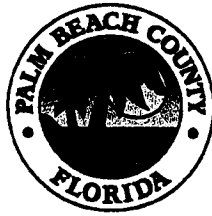


Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Lantana Homes Homeowners Association, Inc.

Project Title:

Community Park Project

Area Location:

Project will be located along Edgecliff Ave, in Lake Worth, FL 33463

Project Description:

The proposed project consist of purchasing and installing exercise equipment, merry go round and bike rack to create a fitness zone in the Indian Pines community park located in Lake Worth, FL. Installation will be done by a contractor and the HOA will maintain the equipment. The playground/park is open to the public.

Equipment to be purchased:

Pull-up bars
Sit-up bench
Parallel bars
Stair steps
Merry-go-round
Bike rack

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 5,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

**RESIDENT EDUCATION TO ACTION PROGRAM (REAP)
CONTRACT PAYMENT REQUEST FORM**

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Lantana Homes Homeowners Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Lantana Homes Homeowners Association, Inc. which consists of purchasing and installing exercise equipment, merry go round and bike rack to create a fitness zone in the Indian Pines community park located in Lake Worth, FL, hereinafter referred to as the "Community Park Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Lantana Homes Homeowners Association, Inc.

Name: Ema Jones, President

Signature: _____

Ema Jones

Date: _____

7-11-16

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: LANTANA HOMES HOMEOWNERS ASSOCIATION, INC.

PROJECT DESCRIPTION:

The proposed project consist of purchasing and installing exercise equipment, merry go round and bike rack to create a fitness zone in the Indian Pines community park located in Lake Worth, FL. The playground/park is open to the public.

County funds requested: \$ 5,000.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Lantana Homes Homeowners Association, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☒ NO ☐

COMMENTS: COI submitted is acceptable, but expires on 8/15/16


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

DIRECTOR, RISK MANAGEMENT
TITLE OF REVIEWER

8/8/16
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

INSURED
Lantana Homes Homeowners Assoc.
P.o.box 541051
greenacres FL 33454

CONTACT NAME: BRIAN SANDHAUS
PHONE (AC. No. Ext): (561)586-0029 FAX (AC. No): (561)586-9043
E-MAIL: bbsure@aol.com
ADDRESS: bbsure@aol.com

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: MOUNT VERNON FIRE INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER	Y		NPP2103737G	08/15/2015	08/15/2016	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/OP AGG \$ 1,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			NPP2103737G	08/15/2015	08/15/2016	\$1,000,000

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

HOA
PALM BEACH COUNTY BD OF COUNTY COMMISSIONERS, A POLITICAL DIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY, PRIMARY WORDING APPLIES

CERTIFICATE HOLDER

OCR DIRECTOR, PALM BEACH COUNTY c/o
OFFICE OF COMMUNITY REVITALIZATION
2300 N JOG RD
WEST PALM BEACH, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian Sandhaus

**AGREEMENT BETWEEN PALM BEACH COUNTY AND RESIDENTS OF LAKE
OSBORNE HEIGHTS, INC. FOR THE COMMUNITY CRIME WATCH PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Residents of Lake Osborne Heights, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 20-3441241.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of developing a neighborhood crime watch program by installing crime watch signs in twenty (20) locations in the Lake Osborne Heights area located in Lake Worth, hereinafter referred to as the "Community Crime Watch Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Crime Watch Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Two Thousand Dollars (\$2,000.00) to help offset expenses toward AWARDEE's implementation of its Community Crime Watch Project; and

WHEREAS, implementation of AWARDEE's Community Crime Watch Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Two Thousand Dollars (\$2,000.00) to AWARDEE for reimbursement of costs related to the Community Crime Watch Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Dollars (\$2,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that 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. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. 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 c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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

21. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

25. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDDEE:

Kathleen McGiveron
Residents of Lake Osborne Heights, Inc.
2121 Collier Avenue
Lake Worth, FL 33461

27. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDDEE.

28. 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 AWARDDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or 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.

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

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

ATTEST:

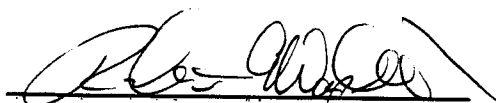
**SHARON R. BOCK, Clerk &
Comptroller**

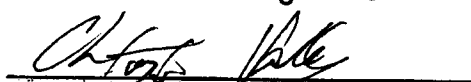
By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

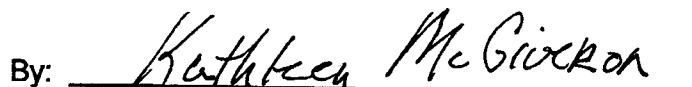
WITNESSES:

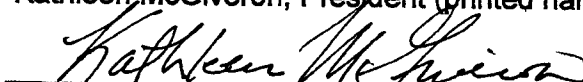

Witness Signature


Witness Signature

AWARDEE

(Residents of Lake Osborne Heights, Inc.)

By: 
Kathleen McGiveron, President (printed name)


Kathleen McGiveron (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

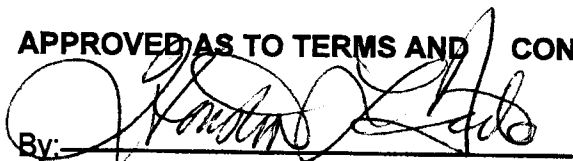
By: 
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Residents of Lake Osborne Heights, Inc.

Project Title:

Community Crime Watch Project

Area Location:

Project will be located in various areas in Lake Worth.

Project Description:

The proposed project consists of developing a neighborhood crime watch program by installing crime watch signs in twenty (20) locations in the Lake Osborne Heights area located in Lake Worth. The City of Lake Worth will install the signs on the City's rights of way where indicated in the grant application. The City of Lake Worth will also monitor and maintain the condition of the signs.

Equipment to be purchased:

Crime watch metal signs
Metal sign poles
Sign brackets with bolts

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 2,000



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: RESIDENTS OF LAKE OSBORNE HEIGHTS, INC.

PROJECT DESCRIPTION:

The proposed project consists of developing a neighborhood crime watch program by installing crime watch signs in twenty (20) locations in the Lake Osborne Heights area located in Lake Worth. The City of Lake Worth will install the signs on the City's rights of way where indicated in the grant application. The City of Lake Worth will also monitor and maintain the condition of the signs.

County funds requested: \$2,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Residents of Lake Osborne Heights, Inc. a Florida not for profit corporation.

INSURANCE NEEDED: YES ☒ NO ☐


COMMENTS: CITY OF LAKE WORTH CERTIFICATE OF
INSURANCE IS ACCEPTABLE


SIGNATURE OF REVIEWER

SCOTT MARTIN
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

CERTIFICATE OF COVERAGE		ISSUED ON: 6/27/2016
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST		
PACKAGE AGREEMENT NUMBER: PK FL1 0502013 15-06		COVERAGE PERIOD: 10/1/2015 TO 10/1/2016 12:01 AM
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.		
Mail to: Certificate Holder Palm Beach County Board of County Commissioners 301 North Olive Ave West Palm Beach, FL 33401		Designated Member City of Lake Worth 7 North Dixie Hwy. Lake Worth, FL 33460
LIABILITY COVERAGE X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$1,000,000 \$100,000 SIR Public Officials Liability Limit Employment Practices Liability Limit X Employee Benefits Liability Limit \$1,000,000 \$100,000 SIR Law Enforcement Liability Limit		WORKERS' COMPENSATION COVERAGE X Self Insured Workers' Compensation \$500,000 Self Insured Retention X Statutory Workers' Compensation X Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease
PROPERTY COVERAGE X Buildings & Personal Property Per schedule on file with \$25,000 Deductible Trust Limit <i>Note: See coverage agreement for details on wind, flood, and other deductibles.</i> X Rented, Borrowed and Leased Equipment Limit \$100,000 TIV See Schedule for Deductible X Total All other Inland Marine Limit \$1,143,526 TIV See Schedule for Deductible CRIME COVERAGE X Employee Dishonesty Limit \$500,000 \$25,000 Deductible X Forgery or Alteration Limit \$500,000 \$25,000 Deductible X Theft Disappearance & Destruction Limit \$500,000 \$25,000 Deductible X Computer Fraud Limit \$500,000 \$25,000 Deductible		AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$100,000 SIR X All Owned Specifically Described Autos X Hired Autos X Non-Owned Autos Automobile Physical Damage Comprehensive Collision Hired Auto with limit of Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.		
Description of Operations/ Locations/ Vehicles/Special items: RE: REAP Grants <i>This section completed by member's agent, who bears complete responsibility and liability for its accuracy.</i>		
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 agreement above.		
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455 Producer Public Risk Insurance Agency P. O. Box 2416 Daytona Beach, FL 32115		CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE OR 30 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
PGIT-CERT (11/09) PRINT FORM		6/27/2016



Lake Worth, Florida. The Art of Florida Living.sm

OFFICE OF THE CITY MANAGER

1900 2nd Avenue North
Lake Worth, FL 33461
561.586.1689

March 23, 2016

Ms. Chrystal Matthews, Grant Administrator
Mr. Houston Tate, Director
Palm Beach County Office of Community Revitalization
Resident Education to Action Program
2300 Jog Road
West Palm Beach, FL 33411

RE: The Neighborhood Association Presidents Council, Inc. and All Lake Worth Neighborhood Associations Crime Watch Projects

Dear Ms. Matthews and Mr. Tate:

On behalf of the City of Lake Worth, I am happy to endorse the Neighborhood Association President's Council, Inc. and its city-wide affiliated neighborhood associations' "Neighborhood Wide - Neighborhood Watch" program. I also wish to confirm that the City of Lake Worth will be a participating partner in the implementation of this worthwhile Neighborhood Grant project.

The City's contribution is detailed in the attached Donation Letter that confirms the City's permission and assistance with the installation of these signs on the City's rights of way where indicated on the proposed plan, and the City's commitment to monitor the condition of the proposed Neighborhood Watch signs throughout participating neighborhoods. This monitoring will be performed by personnel in our Public Services Department as they perform their regularly assigned duties of trash collection twice weekly throughout the neighborhood. City staff will maintain the signs in the event they are damaged.

The City of Lake Worth has made a considerable investment of time and money to address concerns related to blight and crime within all of our neighborhoods. These issues are inseparable and difficult to resolve. This kind of Neighborhood Watch with consistent, highly visible and widely recognizable signage will serve to increase resident participation in public safety and provide immeasurable assistance to the City in our collaboration with Palm Beach Sheriff's Office District 14, Lake Worth to improve the quality of life for all of our residents.

Of special significance is the door to door, neighbor to neighbor education aspect of the project. This kind of communication that is simply beyond the capacity of any municipality and its potential for effectiveness cannot be overstated.

It is my sincere hope that this project receives all due consideration as I have no doubt of the positive outcomes. I look forward to this successful model being adopted by Neighborhood Associations across the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Bornstein", written over the printed name.

Michael Bornstein, City Manager

**AGREEMENT BETWEEN PALM BEACH COUNTY AND VERNON HEIGHTS
PROPERTY OWNERS ASSOCIATION, INC. FOR THE COMMUNITY CRIME WATCH
PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Vernon Heights Property Owners Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE" and whose Federal Tax I.D. # is 59-2493095.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 8, 2016 to April 5, 2016; and

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

WHEREAS, during the five (5) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of developing a crime watch program by installing crime watch signs at various locations in the Vernon Heights neighborhood located in Lake Worth, hereinafter referred to as the "Community Crime Watch Project"; and

WHEREAS, COUNTY has selected AWARDEE's Community Crime Watch Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Two Thousand Dollars (\$2,000.00) to help offset expenses toward AWARDEE's implementation of its Community Crime Watch Project; and

WHEREAS, implementation of AWARDEE's Community Crime Watch Project serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

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

2. COUNTY agrees to fund an amount not to exceed Two Thousand Dollars (\$2,000.00) to AWARDDEE for reimbursement of costs related to the Community Crime Watch Project as set forth more specifically in Exhibit "A", hereinafter referred to as the "Project".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Dollars (2,000.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

5. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

6. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

7. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the

Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

8. The term of this Agreement shall be for twelve (12) months, commencing upon the date of execution by the parties hereto.

9. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AWARDDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project by eleven (11) months of execution of this Agreement by the parties hereto.

12. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to

comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

15. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that 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. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, AWARDDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

17. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

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

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.

19. 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 c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

20.

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

22. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

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

26. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the COUNTY:

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

As to AWARDEE:

Tina Casazza
Vernon Heights Property Owners Association, Inc.
1827 Pierce Dr
Lake Worth, FL 33460

28. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

29. 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.

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

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

ATTEST:

**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

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

By: _____
Mary Lou Berger, Mayor

WITNESSES:

AWARDEE

(Vernon Heights Property Owners Association, Inc.)



Witness Signature

By: _____
Tina Casazza, President (printed name)



Witness Signature



Tina Casazza (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

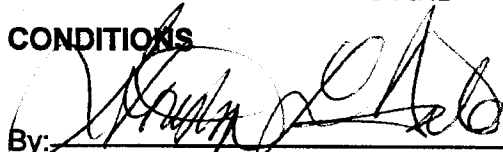

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Vernon Heights Property Owners Association, Inc.

Project Title:

Community Crime Watch Project

Area Location:

Project will be located in various areas in Lake Worth.

Project Description:

The proposed project consists of developing a neighborhood crime watch program by installing crime watch signs at various locations in the Vernon Heights neighborhood located in Lake Worth. The City of Lake Worth will install the signs on the City's rights of way where indicated in the grant application. The City of Lake Worth will also monitor and maintain the condition of the signs.

Equipment to be purchased:

Crime watch metal signs
Metal sign poles
Sign brackets with bolts
Crime watch brochures, door hangers and stickers

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$ 2,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

Chrystal Mathews, Senior Planner
Office of Community Revitalization
2300 North Jog Road
West Palm Beach, FL 33411

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

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

**RISK MANAGEMENT
INSURANCE VERIFICATION FORM**

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: VERNON HEIGHTS PROPERTY OWNERS ASSOCIATION, INC.

PROJECT DESCRIPTION:

The proposed project consists of developing a neighborhood crime watch program by installing crime watch signs at various locations in the Vernon Heights neighborhood located in Lake Worth. The City of Lake Worth will install the signs on the City's rights of way where indicated in the grant application. The City of Lake Worth will also monitor and maintain the condition of the signs.

County funds requested: \$2,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Vernon Heights Property Owners Association, Inc. a Florida not for profit corporation.

INSURANCE NEEDED: YES ☒ NO ☐

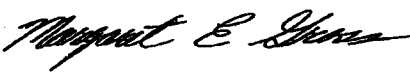
COMMENTS: CERTIFICATE OF INSURANCE SUPPLIED BY THE CITY OF LAKE WORTH IS ACCEPTABLE


SIGNATURE OF REVIEWER

SLOTTI MANTINO
PRINT NAME

RISK MANAGER
TITLE OF REVIEWER

7/17/16
DATE

CERTIFICATE OF COVERAGE		ISSUED ON: 6/27/2016
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST		
PACKAGE AGREEMENT NUMBER: PX FL1 0502013 15-06		COVERAGE PERIOD: 10/1/2015 TO 10/1/2016 12:01 AM
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.		
Mail to: Certificate Holder Palm Beach County Board of County Commissioners 301 North Olive Ave West Palm Beach, FL 33401		Designated Member City of Lake Worth 7 North Dade Hwy. Lake Worth, FL 33460
LIABILITY COVERAGE <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$1,000,000 \$100,000 SIR Public Officials Liability Limit Employment Practices Liability Limit <input checked="" type="checkbox"/> Employee Benefits Liability Limit \$1,000,000 \$100,000 SIR Law Enforcement Liability Limit		WORKERS' COMPENSATION COVERAGE <input checked="" type="checkbox"/> Self Insured Workers' Compensation \$500,000 Self Insured Retention <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease
PROPERTY COVERAGE <input checked="" type="checkbox"/> Buildings & Personal Property Per schedule on file with \$25,000 Deductible Trust Limit <i>Note: See coverage agreement for details on wind, flood, and other deductibles.</i> <input checked="" type="checkbox"/> Rented, Borrowed and Leased Equipment Limit \$100,000 TIV See Schedule for Deductible <input checked="" type="checkbox"/> Total All other Inland Marine Limit \$1,143,526 TIV See Schedule for Deductible CRIME COVERAGE <input checked="" type="checkbox"/> Employee Dishonesty Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Forgery or Alteration Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Theft Disappearance & Destruction Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Computer Fraud Limit \$500,000 \$25,000 Deductible		AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$100,000 SIR <input checked="" type="checkbox"/> All Owned Specifically Described Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Automobile Physical Damage Comprehensive Collision Hired Auto with limit of Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.		
Description of Operations/ Locations/ Vehicles/Special Items: RE: REAP Grants <i>This section completed by member's agent, who bears complete responsibility and liability for its accuracy.</i>		
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 agreement above.		
Administrator Public Risk Underwriters® P.O. Box 968455 Lake Mary, FL 32795-8455 Producer Public Risk Insurance Agency P. O. Box 2416 Daytona Beach, FL 32115		CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 16 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
PGIT-CERT (11/09) PRINT FORM		6/27/2016



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OFFICE OF THE CITY MANAGER

1900 2nd Avenue North
Lake Worth, FL 33461
561.586.1689

March 23, 2016

Ms. Chrystal Matthews, Grant Administrator
Mr. Houston Tate, Director
Palm Beach County Office of Community Revitalization
Resident Education to Action Program
2300 Jog Road
West Palm Beach, FL 33411

RE: The Neighborhood Association Presidents Council, Inc. and All Lake Worth Neighborhood Associations Crime Watch Projects

Dear Ms. Matthews and Mr. Tate:

On behalf of the City of Lake Worth, I am happy to endorse the Neighborhood Association President's Council, Inc. and its city-wide affiliated neighborhood associations' "Neighborhood Wide - Neighborhood Watch" program. I also wish to confirm that the City of Lake Worth will be a participating partner in the implementation of this worthwhile Neighborhood Grant project.

The City's contribution is detailed in the attached Donation Letter that confirms the City's permission and assistance with the installation of these signs on the City's rights of way where indicated on the proposed plan, and the City's commitment to monitor the condition of the proposed Neighborhood Watch signs throughout participating neighborhoods. This monitoring will be performed by personnel in our Public Services Department as they perform their regularly assigned duties of trash collection twice weekly throughout the neighborhood. City staff will maintain the signs in the event they are damaged.

The City of Lake Worth has made a considerable investment of time and money to address concerns related to blight and crime within all of our neighborhoods. These issues are inseparable and difficult to resolve. This kind of Neighborhood Watch with consistent, highly visible and widely recognizable signage will serve to increase resident participation in public safety and provide immeasurable assistance to the City in our collaboration with Palm Beach Sheriff's Office District 14, Lake Worth to improve the quality of life for all of our residents.

Of special significance is the door to door, neighbor to neighbor education aspect of the project. This kind of communication that is simply beyond the capacity of any municipality and its potential for effectiveness cannot be overstated.

It is my sincere hope that this project receives all due consideration as I have no doubt of the positive outcomes. I look forward to this successful model being adopted by Neighborhood Associations across the City.

Sincerely,



Michael Bornstein, City Manager

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2016, by Vernon Heights Property Owners Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to Vernon Heights Property Owners Association, Inc. which consists of developing a crime watch program by installing crime watch signs at various locations in the Vernon Heights neighborhood located in Lake Worth, hereinafter referred to as the "Community Crime Watch Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

1. Awardee 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. Awardee 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 Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: Vernon Heights Property Owners Association, Inc.

Name: Tina Casazza, President

Signature: Tina Casazza Date: 07/13/2016