Agenda Item #: 3A-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 27, 2016

Department:

Submitted By:

Submitted For:

[X] Consent
[] Workshop

Regular Public Hearing

[]

County Administration

County Administration

Office of Community Revitalization

REVISED

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-toexceed \$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-toexceed \$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-toexceed \$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-toexceed \$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
- Grant Agreements

========			
Recommended		9/21/2016	
	/Department Director	Date	
Approved By:	- our Wat	J/22/10	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Fi	ive Year Summary o	of Fiscal Impa	act:				
Fisca	al Years	2046	2047	0040	0040		
Grant Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT		20 <u>16</u> /)	20 <u>17</u> 130,850 —— —— —— —— 130,850	20 <u>18</u> —— —— ——	20 <u>19</u> 	20 <u>20</u> 	
	DDITIONAL FTE SITIONS (Cumulative	e)					
ls Ite	m Included In ჩ ^ი იია jet Account No.:	থ Budget? Fund <u>1401</u>	Yes <u>X</u> L Departme	No ent <u>610</u>	Unit <u>X</u> 089 O	bject 8201	
	orting Category						
В. С.	Recommended So Funds for these punused funds will re Departmental Fisc	rojects are a emain in this a	vailable in t	he REAP/C	Community C	onnect Initiatives ion of the program	account.
Α.	OFMB Fiscal and/o		II. <u>REVIEW</u>				
В.	OFMB Legal Sufficiency:	La/12	416 (Ar. 3	and Control	19/16/16	
	Assistant County	GD16 Attorney	-	·			
C.	Other Department		_				
	Department Direct	71					

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. <u>Neighborhood Improvement/Beautification Projects:</u> Clean Up Projects, Landscape/Aesthetic Improvement Project, Community gardens/benches, Exterior painting on clusters of homes
- 2. <u>Neighborhood Organizing/Community Engagement Projects:</u> Projects promoting neighborhood unification, Obtaining 501c3 designation (incorporated groups only), Newsletters, Community organizing events related to neighborhood revitalization
- 3. <u>Neighborhood Identification Projects:</u> Community Bulletin Boards, Unified Address Plaques & Uniformed Address Numbers, Uniformed Mailboxes
- 4. <u>Safety and Environmental Improvement Neighborhood Projects:</u> 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				
		Monica Brown	Α			
		Cabana Colony Residents League, Inc.	В			
		Friends of Palm Beach, Inc.	С			
		Loxahatchee Groves Landowners Association*	D			
	Neighborhood	Memory Trees Corporation	E			
1	Improvement/Beautification	Office Depot Foundation, Inc.	F			
	Projects	Paint Your Heart Out Palm Beach County, Inc.	G			
		Palm Beach Central High School	Н			
		Rebuilding Together of the Palm Beaches, Inc.	ī			
		Violet Howard	J			
		Whispering Palms Neighborhood Association, Inc.	К			
	Neighborhood Organizing/Community Engagement Projects	City of South Bay	L			
		Cartheda Mann	М			
		Community Faith Outreach Ministries, Incorporated	N			
		Cottages of Lake Worth, Inc.	0			
		Friends of the Library of the City of Lake Worth, Florida, Inc. and Neighborhood Association President's Council, Inc.*	Р			
2		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			
		Neighborhood Association President's Council, Inc.	W			
		Royal Poinciana Neighborhood Association, Inc.	Х			
,	Neighborhood	Tropical Ridge Neighborhood Association, Inc.	Y			
3	Identification Projects	Luz Torres	Z			
		Lake Worth Eden Neighborhood Association, Inc.	AA			
		Lantana Homes Homeowners Association, Inc.	BB			
_	Safety and Environmental	Residents of Lake Osborne Heights, Inc.	СС			
4	Improvement Neighborhood Projects	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".

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 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 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	By
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Monica Brown)
Witness Signature Witness Signature	By: Monica Brown (printed name) Monica Brown (Single)
Witness Signature	Mohica Brown (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
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:

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



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 #
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

of		s Release and Hold Harmless Agreement ("/ ,, by Palm Beach County, Florida, ("County").	
beneti	t of I	Palm Beach County, Florida, ("County").	
Grant	("G	EREAS, County has awarded a Residents E erant") to allow theto improve	ducation To Action Program (REAP) project presented by the neighborhood, which requires
Volunt	eer	assistance.	
agrees	NO ¹ as	W, THEREFORE, in order to fulfill the obliga follows:	tions under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relir discharge the County, or any of its officers, against any and all actions, claims, liabilitie ever had, now has, or may have against agents, and/or employees as a result of obligations of the Grant.	agents, and/or employees from and es, losses, and demands that he/she t the County, or any of its officers,
	2.	Volunteer shall protect, defend, reimburs agents, officers and/or employees harm liability, expense, loss, cost, damages or character, including, but not limited to, at trial or appellate levels or otherwise, arisin performance of the terms of this Grant or Volunteer.	lless from and against all claims, causes of action of every kind or torney's fees and costs, whether at any during and as a result of his/her
free wi	ill.	ive read this Agreement fully and understar further certify that I am eighteen (18) year f a minor participant.	nd its content and sign it of my own s of age or older or the parent/legal
Name:			Date:
Signat	ure:		
if unde Name		e 18: arent/legal guardian:	Date:
		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:
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 attrial or appellate levels or otherwise, arising during and as a result of his/helperformance 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: Moneco Bren Date: 1/15/2016

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 in	stalling new playground aguinment of
Citizen Villas located on Boone Ave., Panokee	FL. The City of Pahokea will assume
liability and maintenance of the playground equipme	ent. This park is open to the public
	site in park is open to the public.
County funds requested: \$5,000.00	
APPROVAL STATUS:	
Risk Management agrees/does not agree to waive	the "increase manifes
Monica Brown.	the insurance requirement" for
· ·········	
INSURANCE NEEDED: YES V No	
Δ	
COMMENTS: CEPTIFICATE OF INSURANCE	SUPPLIED IS AMEDICADIE
ON BEHALF OF THE PROJECT.	est of the second second
THE PICTURE.	
Men.	Description of the second
SIGNATURE OF REVIEWER TITL	CISK MANAGER E OF REVIEWER
OIGHATURE OF REVIEWER	E OF REVIEWER
SCOTT MANTING 7	1,7/16
PRINT NAME DATE	E



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

www.cityofpahokee.com

COMMISSIONERS

Colin Walkes MAYOR

Dîane 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

Gary Brandenburg
CITY ATTORNEY

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

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.

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 CON NAM				CONTACT Diane Crispin					
Wo	rld Risk Management, LLC	:			PHONE (A/C, No. Ext): (407) 445-2414 (A/C, No.): (407) 445-2868 E-MAIL ADDRESS: diane_crispin@wrmllc.com				
20	N. Orange Avenue				E-MAIL ADDRESS: diane	crispin@	wrmllc.com		
Ste 500				PRODUCER CUSTOMER ID #00000039					
Or	lando FL 32	801					RDING COVERAGE		NAIC#
INSL	RED				INSURERA: Pub.	lic Risk	Management/Wes	co	25011
					INSURER B:				
	ty of Pahokee				INSURER C:				
20	7 Begonia Drive				INSURER D:				
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Pa	hokee FL 33	476			INSURER F:				
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							GENERAL AGGREGATE	\$	
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Palm Beach County BOCC, a Political Sudiv Florida, it's officers, Employees & Agent					N DATE THE	DESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.			
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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 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS			
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS			
Comptroller				
Ву:	Ву			
Deputy Clerk	Mary Lou Berger, Mayor			
WITNESSES:	AWARDEE			
	(Cabana Colony Residents League, Inc.)			
Witness Signature Witness Signature	By: DENNIS W. CONWAY Dennis Conway, Director (printed name) Dennis Conway (Signature)			
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND			
LEGAL SUFFICIENCY	CONDITIONS			
By:County Attorney	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



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 #
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

of		Release and Hold Harmless Agreement ("A	
benefi	t of F	Palm Beach County, Florida, ("County").	
	("G teer :	assistance.	project presented by the neighborhood, which requires
agree		N, THEREFORE, in order to fulfill the obligat follows:	ions under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relindischarge the County, or any of its officers, against any and all actions, claims, liabilities ever had, now has, or may have against agents, and/or employees as a result of cobligations of the Grant.	agents, and/or employees from and s, losses, and demands that he/she the County, or any of its officers,
	2.	Volunteer shall protect, defend, reimburst agents, officers and/or employees harml liability, expense, loss, cost, damages or character, including, but not limited to, atternal or appellate levels or otherwise, arisin performance of the terms of this Grant or Volunteer.	ess from and against all claims, causes of action of every kind or orney's fees and costs, whether at ag during and as a result of his/her
	zill.	ive read this Agreement fully and understan I further certify that I am eighteen (18) years of a minor participant.	
Name	:		Date:
Signa	ture:		·
If und Name	er ag	ge 18: arent/legal guardian:	Date:
Signa	ture	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 <u>Cabana Colony Residents League</u>, <u>Inc.</u> 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: Dennis Conway, Director

Signature: Date: 7/15/2016

Name of Legal Entity: <u>Cabana Colony Residents League</u>, Inc.

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. No 🔽 INSURANCE NEEDED: YES COMMENTS: WE AGREE TO PHEAR INSURANCE WAIVER REQUEST PROVIDED EACH PENSON SIGNS A HOLD HAMMLESS WAIVEN. KISK MANAGOR SIGNATURE OF REVIEWER TITLE OF REVIEWER SLOTT MANTING
PRINT NAME

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.

- 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 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 property 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:

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:

ATTEST:	PALM BEACH COUNTY, FLORIDA, BY ITS			
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS			
Comptroller				
Ву:	By			
Deputy Clerk	Mary Lou Berger, Mayor			
WITNESSES:	AWARDEE			
	(Friends of Palm Beach Inc.)			
Der	By: Diane Buhler, President (printed name)			
Witness Signature	Diane Buhler, President (printed name)			
Witness Signature	Diane Buhler (Signature)			
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND			
LEGAL SUFFICIENCY	CONDITIONS			
Ву:	By: Marin X			
County Attorney	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



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 #
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

of	This	s Release and Hold Harmless Agreement ("Agreement") is made this day,, by, for the
benefi	t of I	Palm Beach County, Florida, ("County").
Grant	("G	IEREAS, County has awarded a Residents Education To Action Program (REAP) Grant") to allow theto improve the neighborhood, which requires assistance.
Volum	.CCI (assistance.
agrees	NO\ as	W, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer 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.
free wi	II. I	ve read this Agreement fully and understand its content and sign it of my own further certify that I am eighteen (18) years of age or older or the parent/legal f a minor participant.
Name:		Date:
Signatu	ure: ˌ	
If unde Name (e 18: arent/legal guardian: Date:
Signatu	ure c	of parent/legal guardian:

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this $\frac{15^{1/2}}{2016}$ day of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to <u>Friends of Palm Beach Inc.</u> 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:

- 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 Leg	al Enuty: <u>Fn</u>	ends of Palm	Beach Inc.		
Name: Di	ane Buhler, F	resident			
					_
Signature:	War	Jule		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 🗌 SIGNATURE OF REVIEWER XOTT MANTINE

PRINT NAME

Client#: 194217

FRIENPALM

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies of

	ate holder in liet	u of such endon	eme	nt(s)				ceruncate ques not con		no wure
RODUCER	-					CONTACT NAME:				
Marsh & McLennan Agency LLC 15150 NW 79th Court, Ste 201			PHONE (A/C, No, Ext): 954-202-8406 (A/C, No):							
	•					E-MAIL ADDRESS:				
ami L	akes, FL 3301	ь					INSURER(S) AI	FORDING COVERAGE		NAIC #
						INSURER A : United				25895
URED						INSURER B : Hartfo	rd Life and	Accident Ins		70815
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	214 Alhamb					INSURER D :				
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	COMMERCIAL GENER	RAL LIABILITY		*****	NPP1566706A		06/26/2017		s 500.	000
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	MOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	
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RTIFIC	CATE HOLDER					CANCELLATION				
Paim Beach County Board of County Commissioners,a Political Subdivision of the State of			al ·	THE EXPIRATION ACCORDANCE V	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B LICY PROVISIONS.				
Fiorida its Officers, Employees and Agents					AUTHORIZED REPRESENTATIVE					
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ACORD 25 (2014/01) 1 of 1 #S2226548/M2226537

The ACORD name and logo are registered marks of ACORD

FFAJP

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. 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.
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- 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.
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- 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.
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- 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.
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- 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	/ (Loxahatchee Groves Landowners Association)
Herry G. Herry & Withless Signature	By: Marge Herzog, President (printed name)
Ackley.	Marge Herroa, Pres
Witness Signature	Marge Herzog (Signature)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
Ву:	By:
County Attorney	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 Bivd. 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 paims
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



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 #
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

of	This	s Release and Hold Harmless Agreement ("Agreement") is made this day, by ("Volunteer") for the
benefi	t of I	Palm Beach County, Florida, ("County"). ("Volunteer") for the
Grant	("G	HEREAS, County has awarded a Residents Education To Action Program (REAP) Brant") to allow theto improve the neighborhood, which requires
Volunt	eer	assistance.
agrees		W, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer 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.
	ill.	ave read this Agreement fully and understand its content and sign it of my own I further certify that I am eighteen (18) years of age or older or the parent/legal of a minor participant.
Name	·	Date:
Signat	ure:	·
If unde		ge 18: parent/legal guardian: Date:
		of parent/legal guardian:

RELEASE AND HOLD HARMLESS AGREEMENT

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: <u>Loxahatchee Groves Landowners Association</u>

Name:	Marge Herzog, President	
Signatun	e: Marge Herzeg, 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.

			ppirodoic.	
APPLICANT:	LOXAHATCHEE GROVE	ES LANDOWNERS AS	SOCIATION	
PROJECT DES	SCRIPTION:		•	
The propose	ed projects consist o	f a) purchasing stro ee Groves: and b)	reet banners attached to poles at installing palms and benches	long in a
neighborhoo	d park in Loxahatche	e Groves. The park	k is open to the public.	<u>11 </u>
County funds	s requested:	<u>\$ 1.700</u>		
APPROVAL S	TATUS:			
Risk Manag	ement agrees/does r	not agree to waive	the "insurance requirement" for	-
<u>Loxahatche</u>	e Groves Landowne	ers Association a F	Florida not-for-profit corporation	<u>7.</u>
insurance N	EEDED: YES			
COMMENTS: _	C01	i's acceptus	16	
B			Director Run	
SIGNATURE O	F REVIEWER	TITLE	OF REVIEWER	
SLOTT	WARTINE		/3/16	
PRINT NAME		DATE		

ACORD"	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MNEDDYYYY)

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	NAME: Maria Rodriguez	
Insurance Express.Com		
2005 Vista ParkWay	(AC, No. Est): (561) 471-9813 FAX (AC, No): (561) 4	71-9818
Suite 200	ADDRESS, beckytinsuranceexpress.com	
	INSURER(S) AFFORDING COVERAGE	T
West Palm Beach FL 33411	MSURER A: Auto-Owners Insurance Company	NAIC#
MSURED		18988
Loxahatchee Groves Land Owners Assoc Inc	MSURER 8:	Į
and the stores pand owners wason Inc	INSURER C :	
P.O. Box 96	INSURER D:	
	INSURER E :	
Loxahatchee FL 33470	INSURER F:	
COVERAGES CERTIFICATE NUMBER:CL1671408		<u> </u>
THIS IS TO CEPTEY THAT THE BOLICIES OF INTURBULE LICENS OF		

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 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CHAIRS.

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		x	72527793	12/30/2015	12/30/2016	MED EXP (Any one person)	\$ 5,000
					Į	PERSONAL & ADV INJURY	\$ 1,000,000
ŀ	GENT. AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 1,000,000
l	E E E					PRODUCTS - COMP/OP AGG	s 1,000,000
	OTHER:						\$
1	AUTOMOBILE LIABILITY			İ		COMBINED SINGLE LIMIT (Es accident)	\$
	ANY AUTO ALL OWNED SCHEDULED					SODILY HUURY (Per person)	\$
	AUTOS AUTOS NON-OWNED		1			SODILY INJURY (Per accident)	\$
	HIRED AUTOS AUTOS					PROPERTY DAMAGE (Per socident)	\$
-	UNBRELLA LIAS						\$
	FYCTOR	- 1	.			EACH OCCURRENCE	\$
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	WORKERS COMPENSATION	-	-				\$
	AND EMPLOYERS LIABLITY ANY PROPRETOR/PARTNER/EXECUTIVE Y/N	ĺ				PER OTH-	
l 1	OFFICER/MEMBER EXCLUDED?	NIA				E.L. EACH ACCIDENT	5
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
		ļ				•	
		İ					
Desc	RETION OF OPERATIONS / LOCATIONS / MEMORY						

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

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 SE CANCELLED SEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Maria Rodriguez/BECKY

ACORD 25 (2014/01)

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PDP Greated with pdfFactory trial version www.pdffactory.com

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 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Memory Trees Corporation)
Witness Signature Witness Signature Witness Signature	By: Rudolph Bester, Director (printed name) Rudolph Bester (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY By:	By: And I
County Attorney	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



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 #
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

of		is Release and Hold Harmless Agreement ("Agr , by Palm Beach County, Florida, ("County").	
Grant	WH ("C	HEREAS, County has awarded a Residents Edu Grant") to allow the	project presented by ne neighborhood, which requires
agrees	s as	s follows:	
	1.	Volunteer does hereby waive, release, relinque discharge the County, or any of its officers, against any and all actions, claims, liabilities, ever had, now has, or may have against the agents, and/or employees as a result of or obligations of the Grant.	lents, and/or employees from and losses, and demands that he/she le County, or any of its officers,
	2.	Volunteer shall protect, defend, reimburse, agents, officers and/or employees harmles liability, expense, loss, cost, damages or cacharacter, including, but not limited to, attorn trial or appellate levels or otherwise, arising performance of the terms of this Grant or du Volunteer.	s from and against all claims, suses of action of every kind or ney's fees and costs, whether at during and as a result of his/her
	ill.	ave read this Agreement fully and understand i I further certify that I am eighteen (18) years o of a minor participant.	ts content and sign it of my own f age or older or the parent/legal
Name			Date:
Signat	ure:	:	
If unde	er ag	ge 18: parent/legal guardian:	Data
Signat	ure	of parent/legal guardian:	
		·	

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 12 day of day 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 Lega	al Entity: Memory Trees Corporation	
Name: Ru	dolph Bester, Director	
Signature:		Date: <u>07/12/20</u> 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.

PPLICANT: MEMORY TREES CORPORATION			
PROJECT DESCRIPTION:			
the proposed projects consist of a) purchasing items for an urban farm in the Gramercy tark 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 leach, FL and are open to the public.			
PPROVAL STATUS:			
Risk Management agrees/does not agree to waive the "insurance requirement" for			
lemory Trees Corporation a Florida not-for-profit corporation.			
ISURANCE NEEDED: YES V No			
COMMENTS: COI is acceptable			
DIRECTON, RM HIGHATURE OF REVIEWER TITLE OF REVIEWER			
SCOT MARTING TITLE OF REVIEWER 8/3/16			
RINT NAME DATE			

ACORD*

CERTIFICATE OF LIABILITY INSURANCE

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(les) 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). ONTACY PMONE (888) 202-3007

E-MAIL
ADDRESS: contact@hiscox.com FAX (A/C, No): 520 Madison Avenue 32nd Floor INSURER(S) AFFORDING COVERAGE NAIC# New York, NY 10022 INSURER A: Hiscox Insurance Company Inc INSURER B: Memory Trees Corporation INSURER C: 6742 Forest Hill Blvd 257 INSURER D : INSURER E : West Palm Beach FL 33413 CERTIFICATE NUMBER: COVERAGES REVISION NUMBER: CERTIFICATE 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 ADDL SUBR TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Se occurre 5 1,000,000 CLAIMS-MADE X OCCUR s 100,000 once) MED EXP (Any one person) \$ 5,000 03/24/2016 03/24/2017 PERSONAL & ADV INJURY UDC-1559334-CGL-16 s 1,000,000 NIL AGGREGATE LIMIT APPLIES PER \$ 2,000,000 GENERAL AGGREGATE X POLICY PRO LOC PRODUCTS - COMPYOP AGG | \$ S/T Gen. Agg. OTHER: COMBINED SINGLE LIMIY LE LIABILITY ANY AUTO ALL OWNED AUTOS BOOILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per scodent) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS OCCUR EACH OCCURRENCE s DED RETENTION S

WORKERS COMPENSATION
AND BAPFLOYERS LIABILITY
ANYPROPRIETOR/PARTNER/EXECUTIVE
OFFICE/RAMEMSER EXCLUDED?
(INSINGATOR) IN 1019
If yes, de-EXCESS LIAB CLAIMS-MADE AGGREGATE 4 PER STATUTE ER YIN E.L. EACH ACCIDENT E L DISEASE - EA EMPLOYEE S If yes, describe under DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATIONS being DESCRIPTION OF OPERATION OF OPERATIONS being DESCRIPTION OF OPERATION OF OPERATIONS DESCRIPTION OF OPERATION OPERATION OF OPERATION OF OPERATION OPERATION OPERATION OPERATION OPER E L DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if n Paim Beach County Board of County Commissioners, a Political Subdivison 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 CANCELLATION Palm Beach County Board of County Commissioners, a Political Subdivison of SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. the State of Florida its 2300 N. Jog Rd. Suite 2E-49. West Palm Beach, Fl, 34411 AUTHORIZED REPRESENTATIVE ausBue © 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

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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 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:
 - 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:

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.
- 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
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Office Depot Foundation, Inc.)
Witness Signature Witness Signature Witness Signature	By: Mary Wong, President (printed name) Mary Wong (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
By:	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



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 #
Deliver / Mail to:
Chrystal Mathews Senior Planner

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

of	This	Release and Hold Harmless Agreement ("	Agreement") is made this day ("Volunteer") for the
benefi	t of F	Palm Beach County, Florida, ("County").	(voluntosi) for the
	("G 	EREAS, County has awarded a Residents E rant") to allow theto improve assistance.	Education To Action Program (REAP)project presented by the neighborhood, which requires
Voluiti			
agrees	NO\ as as	N, THEREFORE, in order to fulfill the obliga follows:	tions under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relindischarge the County, or any of its officers against any and all actions, claims, liabilities ever had, now has, or may have agains agents, and/or employees as a result of obligations of the Grant.	, agents, and/or employees from and es, losses, and demands that he/she t the County, or any of its officers.
	2.	Volunteer shall protect, defend, reimburs agents, officers and/or employees harm liability, expense, loss, cost, damages or character, including, but not limited to, at trial or appellate levels or otherwise, arisin performance of the terms of this Grant or Volunteer.	eless from and against all claims, causes of action of every kind or torney's fees and costs, whether at any during and as a result of his/her
free wi	ill. I	ve read this Agreement fully and understar further certify that I am eighteen (18) year fa minor participant.	nd its content and sign it of my own s of age or older or the parent/legal
Name:			Date:
Signati	ure: ˌ		
If unde	r age	e 18:	
		arent/legal guardian:	Date:
Signatı	ure c	of parent/legal guardian:	

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this 14 day 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: Pusie #	Date: 7/14/19

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 Col submitted is acceptable COMMENTS: DIRECTOR RISIC WANGENESS SIGNATURE OF REVIEWER SCOTT MANTING

PRINT NAME



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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate holder in lieu o	such endor	seme	nt(s)		T ACMITA 23					
PRODUCER MARSH USA INC.			CONTACT NAME:							
540 W. MADISON				PHONE FAX (AG, No):						
CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh	com i Fax: 212-9	48_07 7	n		E-MAIL ADDRESS:					
, and other government and according to the con-		10-0//	•			IN	SURER(S) AFFOI	RDING COVERAGE		NAIC#
					INSURER A : Nat	ional L	Inion Fire Insuran	ce Company		19445
INSURED Office Depot, Inc. & Its Subsidiaries					INSURER B : New Hampshire Insurance Company				23841	
including OfficeMax Incorporated					INSURER C : Insu	rrance	Company of the S	State of Pennsylvania		19429
6600 North Military Trail Boca Raton, FL 33496					INSURER D : NA					N/A
3500 Nation, 1 C 35490					INSURER E :					
					INSURER F :					
COVERAGES				NUMBER:	CHI-00664847		-	REVISION NUMBER:5		
THIS IS TO CERTIFY THAT INDICATED. NOTWITHSTAN CERTIFICATE MAY BE ISSUEXCLUSIONS AND CONDITIONS	iding any re IED or May	:QUIR PERT	EME AIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONT	RACT	OR OTHER I	DOCUMENT WITH RESPE	OT TO	SAR HOLL THIS
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CLAIMS-MADE X	OCCUR						,,	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
X SELF-INSURED RETENTION					İ			PREMISES (Ea occurrence)	\$	1,000,000
(SIR) \$1,000,000								MED EXP (Any one person)	\$	2 000 000
GEN'L AGGREGATE LIMIT APP	I IES DED:							PERSONAL & ADV INJURY	\$	2,000,000
	X LOC							GENERAL AGGREGATE	\$	15,000,000
OTHER:					}			PRODUCTS - COMP/OP AGG	\$	2,000,000
AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT	s	
ANY AUTO							1	(Ea accident)		
ALL OWNED SO	CHEDULED							BODILY INJURY (Per person)	\$	
NO	JTOS ON-OWNED							PROPERTY DAMAGE	\$	
HIRED AUTOS AI	JTOS							(Per accident)	\$	
UMBRELLA LIAB									\$	
	OCCUR							EACH OCCURRENCE	\$	
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B WORKERS COMPENSATION				WC 068022297 (AOS)	4404004		44040040	I DED	\$	
AND EMPLOYERS' LIABILITY	Y/N			WC 068022297 (AOS) WC 068022298 (CA)	11/01/201		11/01/2016	X PER OTH- STATUTE ER		
D OFFICER/MEMBER EXCLUDED?	ECUTIVE N	N/A		• •		_	11/01/2016	E.L. EACH ACCIDENT	\$	2,000,000
Mandatory in NH) B If yes, describe under				WC 068022299 (FL)	11/01/201	-	11/01/2016	E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
DESCRIPTION OF OPERATIONS				WC 068022306 (WI,ND,WY)	11/01/201	5	11/01/2016	E.L. DISEASE - POLICY LIMIT	\$	2,000,000
C WORKERS COMPENSATION C	ONT.	.		WC 068022303 (MA)	11/01/201	5	11/01/2016	LIMITS SAME AS ABOVE		
B WORKERS COMPENSATION C	ONT.			WC 068022301 (OR)	11/01/201	5	11/01/2016	LIMITS SAME AS ABOVE		-
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached it 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					CANCELLAT	ION				
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					SHOULD AND THE EXPIRA	OF ATION E WI	TH THE POLIC	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.	NCELL	ED BEFORE
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ACORD 25 (2014/01)

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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 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:

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	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By:	By
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Paint Your Heart Out Palm Beach County, Inc.)
Witness Signature Witness Signature	By: Joanna Aiken, President (printed name) Joanna Aiken (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
By:	By:
County Attorney	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 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



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 #
Deliver / Mail to:
Chrystal Mathews Senior Planner

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

of	This	Release and Hold Harmless Agreement (",	Agreement") is made this day day
benefit	of F	,, by Palm Beach County, Florida, ("County").	(**************************************
Grant	WHI ("G	EREAS, County has awarded a Residents Erant") to allow the	project presented by
Volunt	eer a	assistance.	the neighborhood, which requires
agrees	NOV as f	N, THEREFORE, in order to fulfill the obligated follows:	tions under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relir discharge the County, or any of its officers, against any and all actions, claims, liabilitie ever had, now has, or may have against agents, and/or employees as a result of obligations of the Grant.	agents, and/or employees from and es, losses, and demands that he/she the County, or any of its officers,
	2.	Volunteer shall protect, defend, reimburs agents, officers and/or employees harm liability, expense, loss, cost, damages or character, including, but not limited to, at trial or appellate levels or otherwise, arisin performance of the terms of this Grant or Volunteer.	less from and against all claims, causes of action of every kind or torney's fees and costs, whether at ng during and as a result of his/her
free wi	II. I	ve read this Agreement fully and understar further certify that I am eighteen (18) year is a minor participant.	nd its content and sign it of my own s of age or older or the parent/legal
Name:			Date:
Signatu	ıre: _		
If unde Name o		e 18: nrent/legal guardian:	Date:
		f 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 Be	ach County, Inc.
Name: Joanna Aiken, President	
Signature: Ooms US	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:

houses in Palm Beach County for purchase yard trimming supplies SWA Community Services Ware	ing painting supplies and a pressure cleaner to paint or qualified homeowners in need of assistance as well as is for house preparation. Materials will be stored at the house located at 5860 45 th Street, West Palm Beach, FL are cleaner, painting and yard trimming supplies.
County funds requested:	<u>\$5,000</u>
APPROVAL STATUS:	
Risk Management agrees/does Paint Your Heart Out Palm Bea	not agree to waive the "insurance requirement" for ch County, Inc. a Florida not-for-profit corporation.
INSURANCE NEEDED: YES	, No 🗆
COMMENTS:	Ol 18 acceptable
Som	DIRECTOR, RUM
SIGNATURE OF REVIEWER	TITLE OF REVIEWER
SCOTT MANTING PRINT NAME	

DATE

ACORD

DATE DEMONSOR **CERTIFICATE OF LIABILITY INSURANCE** 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(les) 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). Thomas Willins PHONE 561-626-6797
E-MAIL ADDRESS: thomas willing Gehring Group, Inc. FAX [A/C, No): 561-626-6970 11505 Fairchild Gardens Avenue, Suite 102 thomas.willins@gehringgroup.com Palm Beach Gardens, FL 33410 INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance 524126 INSURER 8 : Paint Your Heart Out Palm Beach County INSURER C: 7501 N. Jog Road INSURER D: WSURER E : West Palm Beach F١ 33412-2414 NSURER F : COVERAGES **CERTIFICATE NUMBER: 0001 REVISION NUMBER:** THIS IS O 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. MOD WOOD POLICY EFF POLICY EXP (MMODYYYY) (MMODDYYYY) 7/18/2016 7/18/2017 TYPE OF INSURANCE PHPK1497779 COMMERCIAL GENERAL LIABILITY s 1,000,000 CLAIMS-MADE X OCCUR 100,000 1 3 MED EXP (Any one person) 5,000 s 1,000,000 s PERSONAL & ADV INJURY GENT AGGREGATE LIMIT APPLIES PER 2,000,000 **GENERAL AGGREGATE** X POLICY PRO. LOC 2,000,000 PRODUCTS - COMP/OP AGG | S OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY BOOKLY INJURY (Per person) ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per acodent) 5 PROPERTY DAMAGE (Per accident) 5 UMBRELLA LIAG OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION S PER OTH-ARD EMPLOYERS' LIABILITY
ANYPROPRIETORPARTNER/EXECUTIVE
OFFICER/MEMBER EXCLIDED?
(Mandatory in 1819) EL EACH ACCIDENT E L DISEASE - EA EMPLOYEE \$ l yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACONO 101, Additional Remarks Schodule, may be attached if more appear in 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 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Commissioners

ACORD 25 (2016/03)

Office of Community Revitalization

West Palm Beach, FL 33407

2300 North Jog Road

Attn: Chrystal Mathews

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Thomas Willins

Thomas Willins

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 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:

The state of the s

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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk & Comptroller	BOARD OF COUNTY COMMISSIONERS
By:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Palm Beach Central High School)
Witness Signature Witness Signature Witness Signature	By: Darren Edge comb Darren Edgecomb, Principal (printed name) Darren Edgecomb (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	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:

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



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 #
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 CENTE	RAL HIGH SCHOOL
PROJECT DESCRIPTION:	
The proposed projects consist of Palm Beach Central High School litter maintenance and install two	of installing a flower/meditation garden in a barren area on ol Campus located in Wellington, FL. The garden will have benches.
County funds requested:	<u>\$ 5,000</u>
APPROVAL STATUS:	
Risk Management agrees/does	not agree to waive the "insurance requirement" for
Palm Beach Central High Scho	<u>ool.</u>
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 2 day of 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:

- 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:	Darren Edgecomb, Principal	
Signature:	Darren Edgecomb	

Name of Legal Entity: Palm Beach Central High School

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,

Darrin 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.

	,		ite de applicable.	
APPLICANT:	PALM BEACH CENTR	AL HIGH SCHO	OOL	
PROJECT DES	SCRIPTION:			
Palm Beach	d projects consist of Central High School ance and install two	<u>l Campus loc</u>	flower/meditation garden in a barren tated in Wellington, FL. The garden v	area on will have
County funds	requested:	\$ 5,000		
APPROVAL ST	ratus:			
Risk Manag Palm Beach	ement agrees/does Central High Scho	not agree to	waive the "insurance requirement	<u>for</u>
INSURANCE N	EEDED: YES	No 🗌]	
COMMENTS:	CO1 is a	acceptabi	le	
SIGNATURE O	// Reviewer		DIRECTON, RM TITLE OF REVIEWER	
	MARTIN'S		8/3/16 DATE	

ACORD"	

CERTIFICATE OF LIABILITY INSURANCE

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(les) 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 the terms and conditions of the policy, certain policies may require an er certificate holder in lieu of such endorsement(s). PRODUCER PHONE (AC. No. Ext. (561) 994-9994 The Beacon Group, Inc. FAX (A/C, No); (561) 997-7087 INSURER(S) AFFORDING COVERAGE FL 33487-2730 MISUREM A: School Board of Palm Beach MSURER 8 : INSURER C :

6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton School Board of Palm Beach County 3370 Forest Hill Blvd MSURER D : Suite **A-103** MSURER E : West Palm Beach FL 33406 MSURER F : COVERAGES CERTIFICATE NUMBERHESter 16/17 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 PERIOD. 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. REVISION NUMBER: TYPE OF HISURANCE POLICY EFF POLICY EXP POLICY NUMBER COMMERCIAL GENERAL LIABILITY SUBJECT TO DESURER A: 07/01/2016 07/01/2017 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence) 200,000 5 CLAMS-MADE X OCCUR FLA STATUTE 768.28 *200,060 PER PERSON MED EXP (Any one pers Excluded +300,000 PER OCCURRENCE PERSONAL & ADV INJURY GENT AGGREGATE LIMIT APPLIES PER: 300,000 GENERAL AGGREGATE POLICY PRO. LOC Included PRODUCTS - COMPIOP AGG \$ OTHER: 07/01/2016 07/01/2017 COMBINED SMOLE LIMIT RE LIMBELTY SUBJECT TO INSURER A: λ BODILY INJURY (Per person) \$ ANY AUTO FLA STATUTE 768.28 200,000 SCHEDULED AUTOS HON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accidents)
PROPERTY DAMAGE
[Per accidents] *200.000 PER PERSON 300,000 HIRED AUTOS *300,000 PER OCCURRENCE Included UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAB CLAMS AGGREGATE • DED RETENTIONS MORICES COMPENSATION
AND EMPLOYERS LIABILITY
ANY PROPRIETOM-NATINEAUXECUTIVE
OFFICERMENDER ENCLUDED?
(Mandistary in IRR) SUBJECT TO INSURER A: 97/01/2016 07/01/2017 X PER OTH ER FLA STATUTE 768.28 E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ yes, describe under ESCRIPTION OF OPERATIONS bets E.L. DISEASE - POLICY LIMIT S DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schoolder, may be stacked W more space in required)

This certificate supercedes and voids all previous certificates. The School Board of Falm Beach County is self insured under the laws of the State of Florida for the above limits for tort liability

CERTIFICATE HOLDER	CANCELLATION
Master Certificate	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 A072032

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ACORD 25 (2014/01) INS025 (201401)

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

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- 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.
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 - 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.

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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, 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
By:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Rebuilding Together of the Palm Beaches, Inc.)
Witness Signature Witness Signature	By: Joanna Fiken Joanna Aiken, President (printed name) Joanna Aiken (Signature)
· · · · · · · · · · · · · · · · · · ·	ocalità y Meri (olgitatule)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	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:

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



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 #
Deliver / Mail to:
Charatal Matheum Coming Dlaman

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

of	i hi	nis Release and Hold Harmless Agreement ("Agreement by	") is made this day
benef	it of	f Palm Beach County, Florida, ("County").	("Volunteer") for the
	WH	HEREAS, County has awarded a Residents Education T	o Action Program (PEAD)
Volun	teer	r assistance.	mon roquires
agree	NO' s as	OW, THEREFORE, in order to fulfill the obligations under s follows:	r this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relinquish, satistic discharge the County, or any of its officers, agents, ar against any and all actions, claims, liabilities, losses, ever had, now has, or may have against the Counagents, and/or employees as a result of or in connobligations of the Grant.	nd/or employees from and and demands that he/she ty, or any of its officers.
	2.	Volunteer shall protect, defend, reimburse, indemn agents, officers and/or employees harmless from liability, expense, loss, cost, damages or causes of character, including, but not limited to, attorney's feet trial or appellate levels or otherwise, arising during a performance of the terms of this Grant or due to the Volunteer.	and against all claims, f action of every kind or es and costs, whether at and as a result of his/her
free w guardi	rill. I	nave read this Agreement fully and understand its conte I further certify that I am eighteen (18) years of age or of a minor participant.	ent and sign it of my own older or the parent/legal
Name	:	Dat	e:
Signat	ure:):	
		nge 18: parent/legal guardian:	Date:
Signat	ure d	of parent/legal guardian:	

RELEASE AND HOLD HARMLESS AGREEMENT

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: 7/19/16

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.

SCOTT MANITAK

PRINT NAME

7/17/16

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DO/YYY) 4/1/2016 1::

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFRMATIVELY 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(lee) 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).

RODUCER CONTACT Margretta Palya, ARI				
The Novick Group	PHONE (301) 795-6600 (AC, No): (301) 795-6610			
One Church Street	EMAIL ADDRESS mpalyaénovickgroup.com			
Suite 400	INSURER(S) AFFORDING COVERAGE NAIC #			
Rockville MD 20850	NSURERA Westchester Surplus Lines 10172			
INSURED	MSURERBAIG Specialty 26883			
Rebuilding Together, Inc. and Its Affiliates	INSURER C:			
1899 L Street, NW	MSURERD:			
Suite 1000	MSURER E:			
Washington DC 20036	NSURER F;			
COVERAGES CERTIFICATE NUMBER ALF GL, I	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 HAV	E BEEN REDUCED BY PAID CLAIMS.			
INSR TYPE OF INSURANCE INSID WOOD POLICY NUMBER	MANUFORM POLICY SUP LIMITS			

NER LTR		TYPE OF INSURANCE	ADDLE INSD	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITE	1
<u> </u>		COMMERCIAL GENERAL LIABILITY							\$ 1,000,000
A	H	CLAIMS-MADE X OCCUR	1]			DANAGE TO RENTED PREMISES (Es occurrence)	\$ 150,000
••	F		x		G24064116007	3/15/2016	3/15/2017	MED SOP (Any one person)	\$ 5,000
1	H		۱	;		}		PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	PL AGGREGATE LIMIT APPLIES PER:	1					GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- LOC					1	PRODUCTS - COMPANY AGG	\$ 2,000,000
	\vdash	OTHER:		l i				Property Deductible	\$ 1,000
\vdash	-	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Es accident)	\$
1		ANY AUTO	[]	ļ	ì				\$
		ALLOWNED SCHEDULED				<u> </u>	ļ	BODILY INJURY (Per accident)	\$
		AUTOS AUTOS NON-OWNED AUTOS AUTOS			ļ -	1		PROPERTY DAMAGE (Per accident)	\$
l		1] _ }	1					\$
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	X	EXCESS LIAB CLAIMS-MADE		1				AGGREGATE	\$ 5,000,000
^		DED RETENTIONS	x	ł	G21980201010	3/15/2016	3/15/2017		\$
一	WO	RICERS COMPENSATION		Π				PER OTH- STATUTE ER	
1	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	1 1				Ì	E.L. EACH ACCIDENT	\$
	OFF	ICERMEMBER EXCLUDED?	N/A	1				E.L. DISEASE - EA EMPLOYEE	\$
	TY.	M. describe under SCRIPTION OF OPERATIONS below]				ELL DISEASE - POLICY LIMIT	8
<u> </u>	T	ntractors Pollution	×		CPL17663214	3/15/2016	3/15/2017	Limit	\$1,000,00
ן י	٦	presenta svaravava	-					Deductible	\$25,00
1	1		1	1		<u> </u>	<u> </u>		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 19/, Additional Research Schedule, may be attached if more space is required)
Rebuilding Together of the Falm 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
ACTUR INVITATION	

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 SE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL SE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Louis Novick/RUTH

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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".

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 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

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 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 business hours to verify the Project is being executed in conformance with the 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 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:

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 &	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Violet Howard)
Witness Signature Witness Signature	By: ViDict Howard (printed name) Violet Howard (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	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



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:	
/endor registration #	
Amount being requested: \$	
Recipient of disbursed funds:	
Address:	-
Telephone #:	
/endor registration #	
Deliver / Mail to:	
Chrystal Mathews, Senior Planner Office of Community Revitalization	

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

of	This	is Release and Hold Harmless Agreement ("Agreement") is made t	this day		
of, by ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").					
	("G	to improve the neighborhood v	presented by		
Voluni	teer a	r assistance.	•		
agrees	NO\ s as t	DW, THEREFORE, in order to fulfill the obligations under this Grant, s follows:	the Volunteer		
	1.	Volunteer does hereby waive, release, relinquish, satisfy, quit claid discharge the County, or any of its officers, agents, and/or employagainst any and all actions, claims, liabilities, losses, and demandever had, now has, or may have against the County, or any agents, and/or employees as a result of or in connection with obligations of the Grant.	yees from and ds that he/she of its officers.		
	2.	Volunteer shall protect, defend, reimburse, indemnify and hol agents, officers and/or employees harmless from and again liability, expense, loss, cost, damages or causes of action of character, including, but not limited to, attorney's fees and cost trial or appellate levels or otherwise, arising during and as a re performance of the terms of this Grant or due to the acts or om Volunteer.	st all claims, every kind or ts, whether at sult of his/her		
tree w	ill. I	ave read this Agreement fully and understand its content and sign I further certify that I am eighteen (18) years of age or older or th of a minor participant.	it of my own e parent/legal		
Name:		Date:			
Signati	ure: _				
If unde Name	r age of pa	ge 18: parent/legal guardian: Date: _			
Signati	ure o	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 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 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:	Wolf	Hours	Date: 7-14-/0

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

SCOTT MAUTING

PRINT NAME

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, No 🕅 INSURANCE NEEDED: YES COMMENTS: AS LONG AS THE PROPER WAIVERS, ARE SIGNED, WE WILL AGREE DIRECTON TITLE OF REVIEWER SIGNATURE OF REVIEWER



Parks and Recreation Department

2700 6th Avenue Sourh Lake Worth, FL 33461 (561) 966-6600 Fax: (561) 963-6734 www.pbcparks.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"

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,

Eric Call

Director, Parks and Recreation

printed on sustainable and recycled paper

Lake Worth West

Resident Planning Group, Inc.



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 BRIDGE

Children's Council

Phone: 561 - 649-9600 Fax: 561 - 649-9693

AGREEMENT BETWEEN PALM BEACH COUNTY AND WHISPERING PALMS NEIGHBORHOOD ASSOCIATION, INC. FOR THE COMMUNITY BEAUTIFIC ATION 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.
- 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 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:

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.
- 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:	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD	
SHARON R. BOCK, Clerk &	OF COUNTY COMMISSIONERS	
Comptroller		
Ву:	By	
Deputy Clerk	Mary Lou Berger, Mayor	
WITNESSES:	AWARDEE	
/ 11//	(Whispering Palms Neighborhood Association, Inc.	
Witness Signature	By: Ericka Cooper-Hadden Erica Cooper-Hadden, President (printed name)	
Witness Signature	Erica Cooper- Hadaen, President (printed name)	
Mary inclu	Hand	
Witness Signature	Erica Cooper-Hadden (Signature)	
APPROVED AS TO FORM AND		
LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS	
Ву:	By: Horston Calo	
County Attorney	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 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



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.	')

of	This Release and Hold Harmless Agreement ("Agreement") is made the many of the second of Palm Beach County, Florida, ("County").	nis day teer") for the
Dellell	t of Fairt Beach County, Florida, (County).	
Grant	WHEREAS, County has awarded a Residents Education To Action Project ("Grant") to allow theto improve the neighborhood, w	gram (REAP) presented by
Volunt	teer assistance.	incii requires
agrees	NOW, THEREFORE, in order to fulfill the obligations under this Grant, as follows:	the Volunteer
	 Volunteer does hereby waive, release, relinquish, satisfy, quit claim discharge the County, or any of its officers, agents, and/or employ against any and all actions, claims, liabilities, losses, and demand ever had, now has, or may have against the County, or any of agents, and/or employees as a result of or in connection with obligations of the Grant. 	rees from and is that he/she of its officers,
	Volunteer shall protect, defend, reimburse, indemnify and hole agents, officers and/or employees harmless from and against liability, expense, loss, cost, damages or causes of action of character, including, but not limited to, attorney's fees and cost trial or appellate levels or otherwise, arising during and as a resperformance of the terms of this Grant or due to the acts or om Volunteer.	st all claims, every kind or s, whether at sult of his/her
	I have read this Agreement fully and understand its content and sign ill. I further certify that I am eighteen (18) years of age or older or the an of a minor participant.	_
Name	: Date:	
Signat	ture:	
	er age 18: of parent/legal guardian: Date: _	
Signat	ture of parent/legal guardian:	

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, ___2016__, by <u>Whispering Palms Neighborhood Association</u>, <u>Inc.</u> ("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: <u>Erica Cooper-Hadden, President</u>	
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.

Reginald E. Jeudy Principal

Sincerelly

"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 MENTS: PDE agrees to the waiver of insurance requirents provided they sign a hold harmless/release SIGNATURE OF REVIEWER SCOTT MANTING PRINT NAME

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. 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 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. 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 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:

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.

SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS	
Comptroller		
Ву:	Ву	
Deputy Clerk	Mary Lou Berger, Mayor	
WITNESSES:	AWARDEE	
	(City of South Bay)	
Witness Signature Witness Signature	By: Leondrae Camel Leondrae Camel, City Manager (printed name) Leondrae Camel (Signature)	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS By:	
By: County Attorney	Houston L. Tate, Director Office of Community Revitalization	

PALM BEACH COUNTY, FLORIDA, BY ITS

ATTEST:



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



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 #
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.

of	This Release and Hold Harmless Agreement ("Agreement") is made this day ("Volunteer") for the
benefi	t of Palm Beach County, Florida, ("County").
	WHEREAS, County has awarded a Residents Education To Action Program (REAP) ("Grant") to allow theto improve the neighborhood, which requires eer assistance.
agrees	NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer 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.
	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 ill. I further certify that I am eighteen (18) years of age or older or the parent/legal an of a minor participant.
Name	Date:
Signat	ure:
	er age 18:
Name	of parent/legal guardian: Date:
Signat	ure of parent/legal guardian:

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to <u>City of South Bay</u> 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:

- 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: <u>City of South Bay</u>		
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 the City of South Bay garage facility. The City of South Bay Public Works Department whave the equipment locked up and secured for use of the community market.	he he in
County funds requested: \$5,000.00	
APPROVAL STATUS:	
Risk Management agrees/does not agree to waive the "insurance requirement" for CITY OF SOUTH BAY.	
COMMENTS: CORTIFICATE OF INSURANCE SUPPLIED IS ACCEPTABLE	
SIGNATURE OF REVIEWER TITLE OF REVIEWER 7/17/16	
SIOT MATERIA 7/17/16	

DATE

PRINT NAME

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 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:

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.	PALM BEACH COUNTY, PLORIDA, BY 113
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	By
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Cartheda Mann)
Dancy Sout	By: Cartheda Mann (printed name)
Witness Signature	Cartheda Mann (printed name)
Bettye Lawson	Cartheda Dramm
Witness Signature	Cartheda Mann (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
By:	By Marshay S
County Attorney	Høuston 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, com 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



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 #
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.

of	This	s Release and Hold Harmless Agreement ("Agreement") is made this day, by ("Volunteer") for the
benefi	t of I	Palm Beach County, Florida, ("County"). ("Volunteer") for the
Grant	("G	HEREAS, County has awarded a Residents Education To Action Program (REAP) Brant") to allow theto improve the neighborhood, which requires
Volunt	eer	assistance.
agrees	NO's as	W, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer 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.
free wi	ill. I	ave read this Agreement fully and understand its content and sign it of my own I further certify that I am eighteen (18) years of age or older or the parent/legal of a minor participant.
Name:		Date:
Signat	ure:	
lf unde Name		ge 18: arent/legal guardian: Date:
Signat	ure (of parent/legal guardian:

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 <u>Cartheda Mann</u> 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:

- 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:	Cartheda Mann			_
Signatur	e: Cartheda Shann	Date:	7/18	12014
olynatur	e. <u> </u>	_ Date		/

Name of Legal Entity: Cartheda Mann

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

PRINT NAME

PROJECT DESCRIPTION:	
project that targets senior citizens and the senior citizens in nursing homes in Bel packaged kits will include: toothbrushes,	community emergency preparedness outreach heir families. Emergency Kits will be provided to lle Glade, Pahokee and South Bay. The pretoothpaste, shampoo, 3pk soap, wet wipes, first com and brush with additional items added such bags and string back packs.
County funds requested: \$5,000	<u>.00</u>
APPROVAL STATUS:	
Risk Management agrees/does not agree CARTHEDA MANN.	e to waive the "insurance requirement" for
INSURANCE NEEDED: YES	No [2]
COMMENTS: NOWE NEEDED	
Man	RISK MANAGEN
SIGNATURE OF REVIEWER SUTT MARTINE	TITLE OF REVIEWER
S'UTT MARTINE	7/11/11

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.

- 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. GOUNTY 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD
SHARON R. BOCK, Clerk &	OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Community Faith Outreach Ministries, Incorporated)
Witness Signature	By: Debra Marcelle-Coney, Secretary (printed name
Share I have	Sucorou Ph.D.
Witness Signature	Debra Marcelle-Coney (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND CONDITIONS
LEGAL SUFFICIENCY	By: Shuston
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



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 #
Deliver / Mail to:
Chrystal Mathews, Senior Planner

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.

of	This	s Release and Hold Harmless Agreement ("Agreement") is made this day, by, for the
benefi	t of I	Palm Beach County, Florida, ("County"). ("Volunteer") for the
Grant	WH ("G	BEREAS, County has awarded a Residents Education To Action Program (REAP) Brant") to allow theto improve the neighborhood, which requires
Volunt	eer	assistance.
agrees	NO\ s as	W, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer 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.
free wi	II. I	eve read this Agreement fully and understand its content and sign it of my own further certify that I am eighteen (18) years of age or older or the parent/legal f a minor participant.
Name:		
Signatu	ure:	
f unde Name o	r ag of pa	e 18: arent/legal guardian: Date:
		of parent/legal guardian:

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 Marcefle-Coney, Secretary

Signature: Date: 7/4/16

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.

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 1		
COMMENTS: NO INSULANCE NEEDED		
SIGNATURE OF REVIEWER RISK MANAGER TITLE OF REVIEWER		
, · · · · · · · · · · · · · · · · · · ·		
SLOTT MARTING 7/17/16		
PRINT NAME 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 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 forgoing indemnification shall survive termination of this Agreement.
- 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:

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.
- 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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
By:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Cottages of Lake Worth, Inc.)
Witness Signature Witness Signature	By: Roger Hendrix, President (printed name) Roger Hendrix (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS 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:

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



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 #
Deliver / Mail to:
Chrystal Mathews, Senior Planner

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.

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.

insurance an	d provide any additional commer	its as applicable.	
APPLICANT:	PLICANT: COTTAGES OF LAKE WORTH, INC.		
PROJECT DES	CRIPTION:		
The propose	ed project entails updating ar	nd printing brochures/maps and bike tour	
postcards for	the "Reach Beyond Neighborho	oods" unifying the City through approximately	
1,000 cottage	es outreach campaign. The pro	pject will promote self-directed and volunteer	
led tours of e	xamples of 1,000 plus homes d	efined as "Cottages" in the Lake Worth area.	
notential inve	o build pride resulting in mainte	nance and improvements; bring visitors and	
residence loc	ated at 829 North Lakeside Drive	on. Items will be stored at the Treasurer's	
	<u> </u>	2. Edito **Ortif, 1 E 33400.	
County funds	requested: \$5,000.00		
APPROVAL ST		waive the "insurance requirement" for	
Cottages of	Lake Worth, Inc. a Florida not-	for-profit corporation.	
	EEDED: YES No		
	.,		
COMMENTS: _	NO INSULANCE NEEDED		
SIGNATURE OF	REVIEWED	AISK MANAGEN TITLE OF REVIEWER	
	MARTING	1/1-/1A	
PRINT NAME	VITTLI 1006		
FRIN: NAME		UATE	

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. 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 Eight Thousand Two Hundred Dollars (\$8,200.00) to AWARDEE 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. 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 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 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:

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	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By:	By
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
Witness Signature May & Month Witness Signature	(Friends of the Library of the City of Lake Worth, Florida, Inc.) By: Sam Goodstein, President (printed name) Sam Goodstein (Signature)
	By: Mary Lindsey, Secretary/(printed name) Mary Lindsey (Signature)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY 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:

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

*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:

Printers

\$ 8,200



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 #
Deliver / Mail to:
Chrystal Mathews, Senior Planner

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.

of	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	,, by	greement) is made this day ("Volunteer") for the
benefi	t of I	Palm Beach County, Florida, ("County").	,
Grant	WH ("G	IEREAS, County has awarded a Residents Ed Grant") to allow theto improve	
Voluni	eer	assistance.	
agrees		W, THEREFORE, in order to fulfill the obligation follows:	ons under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relind discharge the County, or any of its officers, a against any and all actions, claims, liabilities ever had, now has, or may have against agents, and/or employees as a result of o obligations of the Grant.	agents, and/or employees from and s, losses, and demands that he/she the County, or any of its officers,
	2.	Volunteer shall protect, defend, reimburse agents, officers and/or employees harmle liability, expense, loss, cost, damages or character, including, but not limited to, attotrial or appellate levels or otherwise, arising performance of the terms of this Grant or of Volunteer.	ess from and against all claims, causes of action of every kind or orney's fees and costs, whether at g during and as a result of his/her
	ill.	ave read this Agreement fully and understand I further certify that I am eighteen (18) years of a minor participant.	
Name	•		Date:
Signat	ure:		
lf unde Name		ge 18: parent/legal guardian:	Date:
Signat	ure	of parent/legal guardian:	

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	
Signatur	e: Sallan	Date: 7/18/16

This Release and Hold Harmless Agreement ("Agreement") is made this 20 day of 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: Mary Tongy 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:

County funds requested:

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.

\$ 8,200.00

APPROVAL STATUS:	
Risk Management agrees/does not agre	e 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 l	Florida not-for-profit corporation.
INSURANCE NEEDED: YES 🗹 NO	
COMMENTS: NO INSULANCE NEED	THE \$5,000 PROTECT, COI SUPPLIED 15 ACCEPTABLE
BUT INSULIANCE REQUIRED FOR	THE \$5,000 PROTECT, COI SUPPLIED
	IS ACCEPTABLE
- Allen	
SIGNATURE OF REVIEWER	RISK MENAGEN TITLE OF REVIEWER
SCOTT MANTING	8/15/16
PRINT NAME	DATE



Lake Worth, Florida. The Art of Florida Living.5m

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

lokeworth.org

₩ \$ 75 LakeWorlbP8C

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.

Michael Bornstem, City Manager

Sincerely

		<u> </u>	
CERTIFICATE OF COVERAGE ISSUED			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 issu requirement, term or condition of any contract or other document with reagreement described herein subject to all the terms, exclusions and con	espect to which this certificate	for the coverage period is may be issued or may pe	ndicated. Notwithstanding any ertain, the coverage afforded by the
Mail to: Certificate Holder Palm Beach County Board of County Commissioners 301 North Olive Ave	Designated Member City of Lake Worth 7 North Dixle Hwy.		
West Palm Beach, FL 33401	Lake Worth, FL 33480		
LIABILITY COVERAGE	WORKERS' COMPENS	SATION COVERAGE	E
X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury	·		
Limit \$1,000,000 \$100,000 SIR Public Officials Liability	X Self Insured Workers' Compensation \$500,000 Self Insured Retention		
Limit	X Statutory Workers' Compensation		
Employment Practices Liability Limit X Employee Benefits Liability	X Employers Liability \$1,000,000 Each Accident		
Limit \$1,000,000 \$100,000 SIR	\$1,000,000 By Disease \$1,000,000 Aggregate Disease		
Law Enforcement Liability Limit			
PROPERTY COVERAGE	AUTOMOBILE COVERAGE		
X Buildings & Personal Property	Automobile Liability		
Per schedule on file with \$25,000 Deductible TrustLimit	Limit \$1,000,000	\$100,000 SIR X All Owned	
Note: See coverage agreement for details on wind, flood, and other	Specifically Described Autos		
deductibles.	X Hired Autos		
X Rented, Borrowed and Leased Equipment Limit \$100,000 TIV See Schedule for Deductible	X Non-Owned Autos		
X Total All other Inland Marine	Automobile Physical Damage	Comprehensive	
Limit \$1,143,526 TTV See Schedule for Deductible		Collision	
CDD C COVED A CE		Hired Auto with	a limit of
CRIME COVERAGE X Employee Dishonesty			
Limit \$500,000 \$25,000 Deductible			
X Forgery or Alteration	Garage Keepers	y databas y bada	
Limit \$500,000 \$25,000 Deductible		Liability Limit Liability Deduc	tible
X Theft Disappearance & Destruction Limit \$500,000 \$25,000 Deductible		Comprehensive	
X Computer Fraud Limit \$500,000 \$25,000 Deductible		Collision Deduc	ctible
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			
This section completed by member's agent, who bears complete responsibility and liability for its accuracy.			
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® CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DA PROPERED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAE 40 DAYS WRITTEN NOTICE, OF			
P.O. Box 958455 Lake Mary, FL 32795-8455	WAITTEN NOTICE FOR NON-PAYMENT OF FREMIUM, 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	Magnet	E Show	2

AUTHORIZED REPRESENTATIVE

6/27/2016

Daytona Beach, FL 32115

PGIT-CERT (11/09) PRINT FORM

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. 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 Twelve Thousand Nine Hundred Dollars (\$12,900.00) to AWARDEE 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. 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 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 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:

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.

AllESI:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Limestone Creek Advocates, Inc.)
Witness Signature	By: Darlene Hatcher, President (printed name) Down Hatcher, President (printed name)
Witness Signature	Darlene Hatcher (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
By: County Attorney	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 pole 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



PALM BEACH COUNTY OFFICE OF COMMUNITY REVITALIZATION

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date:
roject Name:
Project Coordinator:
Address:
Reason for request:
endor registration #
mount being requested: \$
Recipient of disbursed funds:
lame:
Address:
elephone #:
rendor 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

of	This	s Release and Hold Harmless Agreement ("Agreement") is made this day,, by ("Volunteer") for the
	t of I	Palm Beach County, Florida, ("County").
	("G ——	EREAS, County has awarded a Residents Education To Action Program (REAP) rant") to allow theto improve the neighborhood, which requires assistance.
agrees	NO\ s as	W, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer 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.
free w	ill. I	ve read this Agreement fully and understand its content and sign it of my own further certify that I am eighteen (18) years of age or older or the parent/legal f a minor participant.
Name:		Date:
Signat	ure:	
lf unde Name		e 18: arent/legal guardian: Date:
		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 <u>Limestone Creek Advocates</u>, <u>Inc.</u> 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: Darlène Hatcher, President /
Signature: Date: 7/18/10

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) filling 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:	<u>\$ 12,900.00</u>
APPROVAL STATUS:	
Risk Management agrees/doc Limestone Creek Advocates	es not agree to waive the "insurance requirement" for , Inc. a Florida not-for-profit corporation.
INSURANCE NEEDED: YES	No 🗹
COMMENTS: <u>WE AGREE TO</u> PROVIDED GACH PER	THER INSURANCE WAIVER REQUEST 250N 516NS A HOLD HARMLESS WAIVER
SIGNATURE OF REVIEWER	TITLE OF REVIEWER
SCOTT MANTING	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 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.
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- 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.

- 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:

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.

ALIESI:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Neighbors Helping Neighbors Project, Inc.)
Witness Signature Witness Signature Witness Signature	By: Robert Waples, President (printed name) Robert Waples (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY By:	CONDITIONS By:
County Attorney	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



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 #
Deliver / Mail to:
Chrystal Mathews, Senior Planner Office of Community Revitalization

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

of	This	s Release and Hold Harmless Agreement ("A	Agreement") is made this day ("Volunteer") for the
benefi	t of F	Palm Beach County, Florida, ("County").	(Voluntool) for the
Grant	("G 	EREAS, County has awarded a Residents E rant") to allow theto improve assistance.	ducation To Action Program (REAP)project presented by the neighborhood, which requires
agrees	NO\ s as 1	N, THEREFORE, in order to fulfill the obligate follows:	tions under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relindischarge the County, or any of its officers, against any and all actions, claims, liabilities ever had, now has, or may have against agents, and/or employees as a result of obligations of the Grant.	agents, and/or employees from and es, losses, and demands that he/she the County, or any of its officers,
	2.	Volunteer shall protect, defend, reimburs agents, officers and/or employees harm liability, expense, loss, cost, damages or character, including, but not limited to, att trial or appellate levels or otherwise, arisin performance of the terms of this Grant or Volunteer.	less from and against all claims, causes of action of every kind or corney's fees and costs, whether at ag during and as a result of his/her
	ill. I	ve read this Agreement fully and understan further certify that I am eighteen (18) years f a minor participant.	d its content and sign it of my own s of age or older or the parent/legal
Name:			Date:
Signat	ure:		
If unde Name		e 18: arent/legal guardian:	Date:
Signat	ure c	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, P	resident	
Signatur	e Jaloo	May Coll	Date: 7/18/16
-		1-	

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.

modranice as	id provide any additio	nai comments as	applicable.	
APPLICANT:	NEIGHBORS HELPING	NEIGHBORS PROJE	CT, Inc.	
PROJECT DES	SCRIPTION:			
Helping Neig	<u>lhbors Project is a nor</u>	n-profit that provide	1(c)(3) tax exempt status. es services and outreach t juides for other services.	Neighbors o individuals
County funds	requested:	<u>\$ 400</u>		
APPROVAL ST	TATUS:			
Risk Manage Neighbors H	ement agrese/does n lelping Neighbors P	ot agree to waive roject, Inc. a Flo	the "insurance requirem	ent" for ation.
INSURANCE N	EEDED: YES	No ☑		
COMMENTS: _	NO INSURANCE	CFOURED		
Sen	1		RISK MANAGETE	
SIGNATURE OF		TITLE	OF REVIEWER	•
SLOTT 1	MANTINO		1/17/16	
PRINT NAME		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. 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 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 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 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:
 - 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:

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.	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Northwood Harbor Association, Incorporated)
Witness Signature	By: Carl Peterson, President (printed name)
∬ Witness Signature	Carl Peterson (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY By:	By: HOMEN STATES
By: County Attorney	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



PALM BEACH COUNTY OFFICE OF COMMUNITY REVITALIZATION

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date:			
Project Name:			
Address:			
Vendor registration	#		
Amount being reque	ested: \$		
Recipient of disburs	ed funds:		
Name:			- 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
Address:			·
Telephone #:			
	#_ ipt(s) and/or invoice(s ubcontractor Certifica		
Deliver / Mail to:			
	Chrystal Mathews, S Office of Community 2300 North Jo West Palm Beach	Revitalization g Road	

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

RELEASE AND HOLD HARMLESS AGREEMENT

of	This	Release and Hold Harmless Agreement (", by, by, Palm Beach County, Florida, ("County").	Agreement") is made this day ("Volunteer") for the
benefi	t of I	Palm Beach County, Florida, ("County").	,
Grant	WH ("G	EREAS, County has awarded a Residents E irant") to allow theto improve	ducation To Action Program (REAP)project presented by the neighborhood, which requires
Volunt	eer	assistance.	5
agrees	NO\ s as	\mathcal{N} , THEREFORE, in order to fulfill the obliga follows:	tions under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relir discharge the County, or any of its officers, against any and all actions, claims, liabilitie ever had, now has, or may have against agents, and/or employees as a result of obligations of the Grant.	agents, and/or employees from and es, losses, and demands that he/she the County, or any of its officers.
	2.	Volunteer shall protect, defend, reimburs agents, officers and/or employees harm liability, expense, loss, cost, damages or character, including, but not limited to, at trial or appellate levels or otherwise, arisin performance of the terms of this Grant or Volunteer.	less from and against all claims, causes of action of every kind or torney's fees and costs, whether at ng during and as a result of his/her
free wi	iII. [ve read this Agreement fully and understar further certify that I am eighteen (18) year fa minor participant.	nd its content and sign it of my own s of age or older or the parent/legal
Name:			Date:
Signati	ure:		
If unde Name		e 18: arent/legal guardian:	Date:
Signate	ure d	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:

- 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: Carl Peterson, President

Signature: Date: 7/14/2016

Name of Legal Entity: Northwood Harbor Association, Incorporated

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 N COMMENTS: NO INSURPAILE REQUIRED. TITLE OF REVIEWER SIGNATURE OF REVIEWER SLOTT MANTING

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 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.

- 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:

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.

AllESI:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Operation Reboot, Inc.)
Nathber My wein	By: Robert & Waples II
Witness Signature	Robert Waples, President (printed name
Chort /als	The Edward D
Witness Signature	Robert Waples (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	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:

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



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 #
Deliver / Mail to:
Chrystal Mathews, Senior Planner

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

of	This	Release and Hold Harmless Agreement ("Agreement") is made this day
benefi	t of F	Palm Beach County, Florida, ("County").
	("G	EREAS, County has awarded a Residents Education To Action Program (REAP) irant") to allow theto improve the neighborhood, which requires
Volunt	teer a	assistance.
agrees	NO\ s as '	N, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer 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.
free wi	ill. I	ve read this Agreement fully and understand its content and sign it of my own further certify that I am eighteen (18) years of age or older or the parent/legal f a minor participant.
Name:		Date:
Signati	ure:	
If unde Name		e 18: arent/legal guardian: Date:
oignati	ure C	of parent/legal guardian:

RELEASE AND HOLD HARMLESS AGREEMENT

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: <u>Operation Report, Inc.</u>	
Name: Robert Waples, President	•
$\mathcal{O}(\mathcal{O}(1))$	^ / /
Signature: // // Signature:	Date: <u>7/18/16</u>
	•

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.

•	,	a a approusio.
APPLICANT: OPERATION	N REBOOT, INC.	
PROJECT DESCRIPTION:		
The proposed project Reboot is a non-profit of other not for profits in no	rganization that refurbi	S 501(c)(3) tax exempt status. Operationshes computers to provide to individuals an
County funds requested	\$ 400	
APPROVAL STATUS:		
Risk Management agree Operation Reboot, Inc.	es/does not agree to to a Florida not-for-pro	waive the "insurance requirement" for officer of the corporation.
INSURANCE NEEDED: Y	ES No D	/
COMMENTS: No /	NSURANCE REDU	(RE)
Aug		RISK MANAGER
SIGNATURE OF REVIEWER		TITLE OF REVIEWER
SCOTT MANTINE		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 provision of services without regard to residency, race, color, religion, disability, 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 Project.

- 15. COUNTY reserves the right to withhold reimbursement if the Project is 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:
 - 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	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS	
By:	Ву	
Deputy Clerk	Mary Lou Berger, Mayor	
WITNESSES:	AWARDEE	
	(Glades Interagency Network, Inc.)	
Witness Signature Wish Sluisaliette Hyppolite Witness Signature	By: Shirley Walker-Turner, President (printed Shirley Walker-Turner (Signature)	name)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By:	By: Houston L. Tate, Director	NS
County Attorney	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



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	#	
	ested: \$	
Recipient of disburs	ed funds:	
Name:	· .	
Address:		
Telephone #:		
Vendor registration		
	pt(s) and/or invoice(s) ubcontractor 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 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: <u>Glades Interagency Network, Inc.</u>	
Name: Shirley Walker-Turner, President	
Signature: Thisley Walker Turner	Date: 7-18-76

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	of filing for the IRS 501 (c)(3) tax exempt sta	tus and to
purchase items for community e	events in the Glades. Glades Interagency Netwo	ork is a not
for profit that provides needed s	services for the Tri-City Glades area to prevent	crime and
other issues in the Glades.		
County funds requested:	<u>\$4,700</u>	
APPROVAL STATUS:		
Risk Management agrees/does Glades Interagency Network, I	not agree to waive the "insurance requireme Inc. a Florida not for profit corporation.	ent" for
INSURANCE NEEDED: YES	No D	
COMMENTS: NO INSURAN	ICE REDVINED	_
Mo	RISK MANAGEN	-
SIGNATURE OF REVIEWER	TITLE OF REVIEWER	
SCOTT MARTING	7/17/16	
PRINT NAME	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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(The Glades Initiative Inc.)
Luda Gazea	By: Karis Engle (printed name)
Witness Signature	Karis Engle, CEO (prixted name)
Mary Jean Jarus	Karis Erele
Witness Signature	Karis Engle (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
By:	By: Martin
County Attorney	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



PALM BEACH COUNTY OFFICE OF COMMUNITY REVITALIZATION

RESIDENT EDUCATION TO ACTION PROGRAM (REAP)

CONTRACT PAYMENT REQUEST FORM

Date:		
Project Name:		
Project Coordinator: _		
Address:		
Amount being requeste	ed: \$	
Recipient of disbursed	funds:	
Name:		
Address:		
Telephone #:		
Vendor registration #_ Attach original receipt(Attach Contractor/Sub	(s) and/or invoice(s) contractor 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

of	This Release and Hold Harmless Agreement ("Agreement") is made this day, by ("Volunteer") for the				
benefi	t of Paln	m Beach County, Florida, ("County"). ("Volunteer")	101 1110		
	WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow theto improve the neighborhood, which requires				
Voluni	eer assi	sistance.	·		
agrees	NOW, 7	THEREFORE, in order to fulfill the obligations under this Grant, the Voows:	olunteer		
	dis ag ev ag	olunteer does hereby waive, release, relinquish, satisfy, quit claim and scharge the County, or any of its officers, agents, and/or employees figainst any and all actions, claims, liabilities, losses, and demands that wer had, now has, or may have against the County, or any of its gents, and/or employees as a result of or in connection with satisfy bligations of the Grant.	om and the helps h		
	ag lial ch tria pe	colunteer shall protect, defend, reimburse, indemnify and hold gents, officers and/or employees harmless from and against all ability, expense, loss, cost, damages or causes of action of every naracter, including, but not limited to, attorney's fees and costs, which are appellate levels or otherwise, arising during and as a result of erformance of the terms of this Grant or due to the acts or omissions of the colunteer.	claims, kind or ether at his/her		
free w guardi	ill. I fur	read this Agreement fully and understand its content and sign it of rther certify that I am eighteen (18) years of age or older or the minor participant.	ny own ent/legal		
Name:		Date:			
Signature:					
lf unde	er age 18	8.			
		nt/legal guardian: Date:			
Signature of parent/legal guardian:					

RELEASE AND HOLD HARMLESS AGREEMENT

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 purch Resource Guide".	hasing printing services for the "Glades Area
County funds requested: \$4,600	
APPROVAL STATUS:	
Risk Management agrees/does not agree The Glades Initiative Inc. a Florida not f	e to waive the "insurance requirement" for for profit corporation.
INSURANCE NEEDED: YES N	io 🗹
COMMENTS: NO INSURANCE RED	QUINED.
Story	<u>NISIC MAWAGCA</u> TITLE OF REVIEWER
SIGNATURE OF REVIEWER	TITLE OF REVIEWER
SOUT MANTINE PRINT NAME	7/17/16
FRIAT IAWIE	DAIC

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 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
Witness Signature Witness Signature Witness Signature	By: Mary Lindsey Mary Lindsey, Secretary (printed name) Mary Lindsey (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
By: County Attorney	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



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 #
Deliver / Mail to:
Chrystal Mathews, Senior Planner

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

of	This	s Release and Hold Harmless Agreement ("A	Agreement") is made this day ("Volunteer") for the
benefi	t of I	Palm Beach County, Florida, ("County").	(Foldinger) for the
Grant	("G	EREAS, County has awarded a Residents E Grant") to allow theto improve assistance.	ducation To Action Program (REAP)project presented by the neighborhood, which requires
VOIGITE		assistance.	
agrees	NO\ as	W, THEREFORE, in order to fulfill the obliga follows:	tions under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relir discharge the County, or any of its officers, against any and all actions, claims, liabilitie ever had, now has, or may have against agents, and/or employees as a result of obligations of the Grant.	agents, and/or employees from and es, losses, and demands that he/she the County, or any of its officers,
	2.	Volunteer shall protect, defend, reimburs agents, officers and/or employees harm liability, expense, loss, cost, damages or character, including, but not limited to, attrial or appellate levels or otherwise, arisin performance of the terms of this Grant or Volunteer.	less from and against all claims, causes of action of every kind or torney's fees and costs, whether at ng during and as a result of his/her
free w	ill. I	ive read this Agreement fully and understand further certify that I am eighteen (18) years familier participant.	nd its content and sign it of my own s of age or older or the parent/legal
Name:			Date:
Signat	ure:		
If unde Name		e 18: arent/legal guardian:	Date:
		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	
Signatur	Mary Time say	Date: July 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. MEIGHBURHOUD ASSUCIATION PRESIL	PENTS COUNCIL, INC.
PROJECT DESCRIPTION:	
The proposed project consist of purchasing and in panners to define the boundaries of Lake Worth	neighborhoods. The City of Lake Worth
will install the banners on the City's utility poles	
The City of Lake Worth will also monitor and mair	itain the condition of the banners.
County funds requested: \$5,000	
APPROVAL STATUS:	
Risk Management agrees/does not agree to wa Neighborhood Association Presidents Counci	
corporation.	
NSURANCE NEEDED: YES V NO	
COMMENTS: /NSURANCE SUFFLIED E	34 THE CITY OF
LAKE WORTH IS ALCEPTABLE AS	THEY WILL BE DOING THE WORK
Sterr	RISK MANHEEN
SIGNATURE OF REVIEWER TI	TLE OF REVIEWER
SWIT MANTINE	7/17/16
DOINT MAME D	ATE '

OFFICTY COVERAGE ABILITY COVERAGE mated, Berrowed and Li ink \$100,000 TIV II other foliand Marine mit \$1,482,714 TIV i Personi Injery Beach, FL 32115 CT (1109) PRINT FORM \$25,000 Deda \$25,000 Dedu 125,000 Ded AUTOMOBILE COVERAGE
Automobile Liability X Self Instanted Workers' Compete
. \$700,000 Self Instant Retention
X Statusbury Workers' Compensed WORKERS' COMPENSATION COVERAGE ISSUED ON: 5/22/2015 S/20/2015



City of Lake Worth, Fiorida 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.

Jamie Brown, Director

Lake Worth Public Services Department

Phone: (561) 586-1720 Email: jbrown@lakeworth.org

www.iakeworth.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. 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 One Hundred and Fifty Dollars (\$2,150.00) to AWARDEE 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. 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 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 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:

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 AWARDEE.
- 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.

AllESI:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Royal Poinciana Neighborhood Association, Inc,)
Tab less	By: Sarah Pair-Malega, President (printed name)
Witness Signature	Sarah Pair-Malega, President (printed name)
Acquilbrat	muly lis.
Witness Signature	Sarah Parr-Malega (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
Ву:	By: Howard as
County Attorney	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



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 #
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

of	This Release and Hold Harmless Agreement ("Agreement")	is made this day
benefi	t of Palm Beach County, Florida, ("County").	("Volunteer") for the
	WHEREAS, County has awarded a Residents Education To ("Grant") to allow theto improve the neighbor.	Action Program (REAP) _project presented by porhood, which requires
Volunt	teer assistance.	,
agrees	NOW, THEREFORE, in order to fulfill the obligations under a sas follows:	this Grant, the Volunteer
	1. Volunteer does hereby waive, release, relinquish, satisfic discharge the County, or any of its officers, agents, and against any and all actions, claims, liabilities, losses, a ever had, now has, or may have against the County agents, and/or employees as a result of or in conne obligations of the Grant.	d/or employees from and nd demands that he/she // or any of its officers.
	 Volunteer shall protect, defend, reimburse, indemnif agents, officers and/or employees harmless from a liability, expense, loss, cost, damages or causes of character, including, but not limited to, attorney's fees trial or appellate levels or otherwise, arising during ar performance of the terms of this Grant or due to the a Volunteer. 	and against all claims, action of every kind or a and costs, whether at a a result of his/her
free wi	I have read this Agreement fully and understand its conten ill. I further certify that I am eighteen (18) years of age or o an of a minor participant.	nt and sign it of my own older or the parent/legal
Name:	Date	:
Signati	ure:	
	er age 18: of parent/legal guardian:	Date:
Signatu	ure of parent/legal guardian:	
		e.

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	s: San Jras	Date: 7/14/14

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 email 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.

Street, Lake Worth, FL. Logoed	t-shirts will be distributed and worn by residents a
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 As	sociation, Inc. a Florida not for profit corporation.
	/
INSURANCE NEEDED: YES	No 🖸
COMMENTS: NO INSURANCE	E REQUIRED.
Sher	RISK MANAGE
SIGNATURE OF REVIEWER	TITLE OF REVIEWER
SIGNATURE OF REVIEWER SCOTT MANTING	7/17/16
PRINT NAME	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. 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:

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:	PALM BEACH COUNTY, FLORIDA, BY ITS	
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS	
Comptroller		
Ву:	Ву	
Deputy Clerk	Mary Lou Berger, Mayor	
WITNESSES:	AWARDEE	
	(Tropical Ridge Neighborhood Association, Inc.)	
Witness Signature	By: N. RAYMOND LOFTEN Raymond Loften, President (printed name)	
Witness Signature	Raymond Loften (Signature)	
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND	
LEGAL SUFFICIENCY	CONDITIONS	
By: County Attorney	By: The Birth British	
Quiny Automey	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



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

of	This	Release and Hold Harmless Agreement ("A ,, by Palm Beach County, Florida, ("County").	greement") is made this day ("Volunteer") for the
Delicii	UIF	Faint Beach County, Florida, (County).	
Grant	WHI ("G	EREAS, County has awarded a Residents Edrant") to allow theto improve	Jucation To Action Program (REAP) project presented by the neighborhood, which requires
Volunt	eer a	assistance.	and meigracine ear, milen requires
		N, THEREFORE, in order to fulfill the obligati follows:	ons under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relind discharge the County, or any of its officers, against any and all actions, claims, liabilities ever had, now has, or may have against agents, and/or employees as a result of cobligations of the Grant.	agents, and/or employees from and s, losses, and demands that he/she the County, or any of its officers,
	2.	Volunteer shall protect, defend, reimburse agents, officers and/or employees harmle liability, expense, loss, cost, damages or character, including, but not limited to, atto trial or appellate levels or otherwise, arising performance of the terms of this Grant or of Volunteer.	ess from and against all claims, causes of action of every kind or orney's fees and costs, whether at g during and as a result of his/her
free wi	ill. I	ve read this Agreement fully and understand further certify that I am eighteen (18) years familian participant.	d its content and sign it of my own of age or older or the parent/legal
Name:			Date:
Signat	ure: ַ		
lf unde Name		e 18: arent/legal guardian:	Date:
		of parent/legal guardian:	

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, ___2016__, by <u>Tropical Ridge Neighborhood Association</u>, 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 <u>Tropical Ridge Neighborhood Association</u>, <u>Inc.</u> 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 Loften, President	
Signature	: Dayalf	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. 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 17 COMMENTS: NO INSURANCE REDUIRED K Manger SIGNATURE OF REVIEWER

StOTT MANTING

PRINT NAME



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.

Jamie Brown, Director

Lake Worth Public Services Department

Phone: (561) 586-1720 Email: jbrown@lakeworth.org

www.lakeworth.org

and the latest and the second and th	FIFICATE OF COVERAGE	ISSUED ON: 6/27/201
OVERAGE PROVIDED BY: PREFERRED GOVER	NMENTAL INSURANCE TRUST	
ACKAGE AGREEMENT NUMBER: PX FL1 0502013 15-06	COVERAGE PERIOD: 10/1/2015 TO 10/1/2016 12:01	
OVERAGES: This is to certify that the agreement below has been is equirement, term or condition of any contract or other document with greement described herein subject to all the terms, exclusions and c	respect to which this certificate may be incread or may perfeit	ed. Notwithstanding any the coverage afforded by the
fail to: Certificate Holder alm Beach County Board of County Commissioners DI North Olive Ave	Designated Member City of Lake Worth 7 North Dixie Hwy.	
est Palm Beach, FL 33401	Lake Worth, FL 33460	
JABILITY COVERAGE Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury	WORKERS' COMPENSATION COVERAGE	**************************************
Limit \$1,000,000 \$100,000 SIR Public Officials Liability Limit Employment Practices Liability	X Self Insured Workers' Compensation \$500,000 Self Insured Retention X Statutory Workers' Compensation	
Limit Employee Benefits Liability Limit \$1,000,000 \$100,000 SIR Law Enforcement Liability	X Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease	
Limit		
ROPERTY COVERAGE Buildings & Personal Property Per schedule on file with \$25,000 Deductible TrustLimit	AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$100,000 SIR	
Note: See coverage agreement for details on wind, flood, and other deductibles.	X All Owned Specifically Described	Autos
Rented, Borrowed and Leased Equipment Limit \$100,000 TIV See Schedule for Deductible	X Hired Autos X Non-Owned Autos Automobile Physical Damage	
Total All other Inland Marine Limit \$1,143,526 TIV See Schedule for Deductible	Comprehensive Collision	
CRIME COVERAGE Employee Dishonesty	Hired Auto with limit o	of.
Limit \$500,000 \$25,000 Deductible Forgery or Alteration	Garage Keepers	
Limit \$500,000 \$25,000 Deductible	Liability Limit Liability Deductible	
Theft Disappearance & Destruction Limit \$500,000 \$25,000 Deductible	Comprehensive Deduction	tible
Computer Fraud Limit \$500,000 \$25,000 Deductible	Collision Deductible	
OTE:Additional Covered Party status is excluded for non-government orida Statutes (2010) or the equivalent limitations of successor law to	ntal entities. The most we will pay is further limited by the limitat	ions set forth in Section 768.28(5),
escription of Operations/ Locations/ Vehicles/Special items:	ermanical approach at the united of 1005.	and a shift and series a transfer of the series of the ser
E: REAP Grants		1
his section completed by member's agent, who bears complete responsibility		
his certificate is issued as a matter of information only and confers national by the agreement above.	o rights upon the certificate holder. This certificate does not am	end, extend or alter the coverage
dministrator ublic Risk Underwriters® .O. Box 988456 ake Mary, FL 32795-8455	CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED I PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDRAVOR TO MALE 6 WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE BOD SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UP REPRESENTATIVES.	O DAYS WRITTEN NOTICE, OR 10 DAYS LDER NAMED ABOVE, BUT FAILURE TO MAIL
roducer ublic Risk insurance Agency . O. Box 2416	Magnet & Show	
aytona Beach, FL 32115	AUTHORIZED REPRESENTATIVE	
GIT-CERT (11/09) PRINT FORM		6/27/2016

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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 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 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.
- 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:
 - 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 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:

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 IT BOARD OF COUNTY COMMISSIONERS
Ву:	Ву
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Luz Torres)
Witness Signature Witness Signature	By:
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
Ву:	By: Holylan 9
County Attorney	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



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

of	This Release and Hold Harmless Agreement ("Agreement") is, by	made th	is day
	it of Palm Beach County, Florida, ("County").	_ ("Volunt	eer) for the
	to improve the neighbo	project p	resented by
Volun	teer assistance.	,	ion roquires
agree	NOW, THEREFORE, in order to fulfill the obligations under this as follows:	is Grant, t	he Volunteer
	 Volunteer does hereby waive, release, relinquish, satisfy, discharge the County, or any of its officers, agents, and/o against any and all actions, claims, liabilities, losses, and ever had, now has, or may have against the County, agents, and/or employees as a result of or in connection obligations of the Grant. 	or employed didemands or any of	es from and that he/she its officers
	 Volunteer shall protect, defend, reimburse, indemnify agents, officers and/or employees harmless from an liability, expense, loss, cost, damages or causes of ac character, including, but not limited to, attorney's fees a trial or appellate levels or otherwise, arising during and performance of the terms of this Grant or due to the ac Volunteer. 	d against ction of evand costs as a resu	all claims, very kind or whether at
rree w	I have read this Agreement fully and understand its content a ill. I further certify that I am eighteen (18) years of age or old an of a minor participant.	and sign i Jer or the	t of my own parent/legal
Name:	Date: _		
Signat	ure:		
lf unde Name	er age 18: of parent/legal guardian:	_ Date:	
Signati	ure of parent/legal guardian:		

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this	dav of
, 2016 , by Luz Torres ("Awardee") for the benefit of Pal	m Beach
County, Florida, ("County").	

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to <u>Luz Torres</u> 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 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: <u>Luz Torres</u>

Name: <u>Luz Torres</u>

Signature: <u>Date: 7-18-1</u>

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: <u>Luz Torres</u>	
PROJECT DESCRIPTION:	
The proposed project consist of purchasing and installing uniformed address numbers and mailboxes in Pahokee, FL. As well as, purchasing items are services for a community newsletter.	s plaques, ad printing
County funds requested: \$2,800	
Approval Status:	
Risk Management agrees/does not agree to waive the "insurance requirement Luz Torres.	nt" for
INSURANCE NEEDED: YES NO 1	
COMMENTS: NO INSURANCE REQUIRED. RELEASES MUST BE OBTAINED	-
SIGNATURE OF REVIEWER RISK MAN 46EA TITLE OF REVIEWER	
SCOT MANTING 7/17/16 PRINT NAME 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 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. 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:	PALM BEACH COUNTY, FLORIDA, BY ITS	
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS	
Comptroller		
Ву:	Ву	
Deputy Clerk	Mary Lou Berger, Mayor	
WITNESSES:	AWARDEE	
	(Lake Worth Eden Neighborhood Association	
EMATEL	Inc.)	
Witness Signature	BY: MARK W PICKERING	
Chrystol Mrst	Mark Pickering, President (printed name)	
Witness Signature	MUM Suherun	
	Mark Pickering (Signature)	
APPROVED AS TO FORM AND		
LEGAL SUFFICIENCY	APPROVED AS TO TERMS, AND	
By: County Attorney	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



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

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

of		Release and Hold Harmless Agreement ("A	
benefit	t of F	Palm Beach County, Florida, ("County").	(volume of) for the
Grant	("G	EREAS, County has awarded a Residents Errant") to allow theto improve assistance.	
		V, THEREFORE, in order to fulfill the obligate follows:	tions under this Grant, the Volunteer
	1.	Volunteer does hereby waive, release, relindischarge the County, or any of its officers, against any and all actions, claims, liabilitie ever had, now has, or may have against agents, and/or employees as a result of obligations of the Grant.	agents, and/or employees from and es, losses, and demands that he/she the County, or any of its officers,
	2.	Volunteer shall protect, defend, reimburs agents, officers and/or employees harm liability, expense, loss, cost, damages or character, including, but not limited to, att trial or appellate levels or otherwise, arisin performance of the terms of this Grant or Volunteer.	less from and against all claims, causes of action of every kind or torney's fees and costs, whether at any during and as a result of his/her
	rill. I	ve read this Agreement fully and understan further certify that I am eighteen (18) year f a minor participant.	
Name	:		Date:
Signat	ture:		
If unde		e 18: arent/legal guardian:	Date:
Signat	ture (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: Mark Pickering, President

Signature: Mark Pickering, President

Date: 7/20//6

Name of Legal Entity: Lake Worth Eden Neighborhood Association, Inc.

CERT	TIFICATE OF COVERAGE ISSUED ON: 6/27/2016
COVERAGE PROVIDED BY: PREFERRED GOVERN	MENTAL INSURANCE TRUST
PACKAGE AGREEMENT NUMBER:PX FLI 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 iss requirement, term or condition of any contract or other document with agreement described herein subject to all the terms, exclusions and co	sued to the designated member for the coverage period indicated. Notwithstanding any
Mail to: Certificate Holder Palm Beach County Beard of County Commissioners 301 North Olive Ave West Palm Beach, FL 33401	Designated Member City of Lake Worth 7 North Dide Hwy.
	Lake Worth, FL 33460
LIABILITY COVERAGE X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury	WORKERS' COMPENSATION COVERAGE
Limit \$1,000,000 \$100,000 SIR Public Officials Limbility Limit Employment Practices Limbility Limit	X Self Insured Workers' Compensation \$500,000 Self Insured Retention X Statutory Workers' Compensation X Employers Liability
X Employee Benefits Liability Limit \$1,000,000 \$100,000 \$IR Law Enforcement Liability Limit	\$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 TrustLimit	AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$100,000 SIR X All Owned
Note: See coverage agreement for details on wind, flood, and other deductibles.	Specifically Described Autos X Hired Autos
X Rested, Borrowed and Leased Equipment Limit \$100,000 TTV See Schedule for Deductible X Total All other Inland Marine	X Non-Owned Autos Automobile Physical Damage
Limit \$1,143,526 TIV See Schedule for Deductible CRIME COVERAGE	Comprehensive Collision Hired Auto with limit of
X Employee Dishenesty Limit \$500,000 \$25,000 Deductible	
X Forgery or Alteration Limit \$500,000 \$25,000 Deductible X Theft Disappearance & Destruction	Garage Keepers Liability Limit Liability Deductible
Limit \$500,000 \$25,000 Deductible X Computer Fraud Limit \$500,000 \$25,000 Deductible	Comprehensive Deductible Collision Deductible
NOTE: Additional Covered Party status is excluded for non-government	all 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 w/ Description of Operations/ Locations/ Vehicles/Special items: RE: REAP Grants	hich are applicable at the time of loss.
This section completed by member's agent, who bears complete responsibility	and liability for its accuracy.
	rights upon the certificate holder. This certificate does not amend, extend or after the coverage
Administrator Public Risk Underwriters® P.O. Box \$84465 Lake Mary, FL 32795-8455	CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED HEFORE THE EMPRATION DATE THEMBOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 49 DAYS WRITTEN NOTICE FOR MON-PAYMENT OF PREMITING TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL DAYOSE NO CELEGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.
Producer Public Risk insurance Agency P. O. Box 2416	Mayout & Sense
Daytona Beach, FL 32115	AUTHORIZED REPRESENTATIVE
PGIT-CERT (11/09) PRINT FORM	6/27/2016

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FIORIDA

Lake Worth, Florida. The Art of Florida Living.5m

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.

lakeworth.org

型 f 図 LoxeWorthPBC

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.

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. CQUNTY 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:
 - 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:

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.

AITEST:	PALM BEACH COUNTY, FLORIDA, BY ITS	
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS	
Comptroller		
By:	Ву	
Deputy Clerk	Mary Lou Berger, Mayor	
WITNESSES:	AWARDEE	
	(Lantana Homes Homeowners Association, Inc.)	
- Shell	By: Ema Jones	
Witness Signature	Ema Jones, President (printed name)	
Christal Mathews	Ema Sone	
Witness Signature	Ema Jones (Signature)	
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND	
LEGAL SUFFICIENCY	CONDITIONS	
Ď.v.	(Bu Honston) And	
By: County Attorney	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 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



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 #
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"),, by	
benefit	of Palm Beach County, Florida, ("County").	(
Grant	WHEREAS, County has awarded a Residents Edu ("Grant") to allow theto improve the	cation To Action Program (REAP)project presented by ne neighborhood, which requires
Volunte	eer assistance.	
	NOW, THEREFORE, in order to fulfill the obligation as follows:	ns under this Grant, the Volunteer
	 Volunteer does hereby waive, release, relinque discharge the County, or any of its officers, against any and all actions, claims, liabilities, ever had, now has, or may have against the agents, and/or employees as a result of or obligations of the Grant. 	gents, and/or employees from and losses, and demands that he/she he County, or any of its officers,
	 Volunteer shall protect, defend, reimburse, agents, officers and/or employees harmles liability, expense, loss, cost, damages or control character, including, but not limited to, attor trial or appellate levels or otherwise, arising performance of the terms of this Grant or du Volunteer. 	ss from and against all claims, auses of action of every kind or ney's fees and costs, whether at during and as a result of his/her
free wi	I have read this Agreement fully and understand ill. I further certify that I am eighteen (18) years on of a minor participant.	
Name:		Date:
Signat	ure:	
	er age 18: of parent/legal guardian:	Date:
Signat	ure 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: <u>Ema Jones, President</u>

Signature: <u>Date: 7 - // - // 6</u>

Name of Legal Entity: Lantana Homes Homeowners Association, Inc.

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 an round and bike rack to create a fitness zone in t Lake Worth, FL. The playground/park is open	the Indian Pines community park located in
County funds requested: \$5,000.00	
APPROVAL STATUS:	
Risk Management agrees/does not agree to wa Lantana Homes Homeowners Association, In	
INSURANCE NEEDED: YES NO	
COMMENTS: COI Syburithed is expires on 8/15/16	acceptable, but
SIGNATURE OF REVIEWER	DIRECTOR, RISK WANAGEMENT
SCOTT MARTINE	8/8/16



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.

BELOW. THIS CERTIFICATE OF II REPRESENTATIVE OR PRODUCE	nsuran R, and '	THE (OCES NOT CONSTITUTE CERTIFICATE HOLDER.	A CON	ITRACT BET	WEEN THE I	SSUING INSURER(S), A	WTHORIZED
IMPORTANT: If the certificate holder is the terms and conditions of the policy, of certificate holder in figu of such endors	ertain po	TONA licies	L INSURED, the policy(ies) may require an endorseme	must be nt. A sta	endorsed. If 9 tement on this	UBROGATION certificate do	IS WAIVED, subject to es not confer rights to the	
PRODUCER	Aller Majo			CONT	NCT BRIAN	SANDHAUS		
B & B insurance Agency Inc.				PHON	/504	586-0029	FAX (AAC, No)	(561)586-9043
412 N. Dixie Hwy.				E-MAIL		ure@aol.com	(AC, No)	(301)000-9043
Lantana, FL 33462				ADDRI	100A+		RDING COVERAGE	NAME A
Phone (561)586-0029	Fax (5	61)58	36-9043	NSUR	440.11		FIRE INSURANCE COM	PANY
MSURED				NSUR			1112111001011102001	
Lantana Homes Homeowners Assoc.				INSUR				
				INSUR				
P.o.box 541051				MSUR				
greenacres			FL 33454-	INSUR				
COVERAGES (ERTIF	CATE	NUMBER:				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SU	REQUIRE PERTAIN	MENT I, THE	T, TERM OR CONDITION OF EINSURANCE AFFORDED E	ANY CO	ONTRACT OR COLICIES DESC	THER DOCUMENTED HEREI	MENT WITH RESPECT TO V	WHICH THIS
MSR TYPE OF INSURANCE		SUBR			POLICY EFF	POLICY EXP	LIMIT	8
COMMERCIAL GENERAL LIABILITY		1					EACH OCCURRENCE	\$ 1,000,000.00
CLAIMS-MADE OCCUR	1						DAMAGE TO RENTED PREMISES (Es occurrence)	s 100,000.00
			NIDDO4007070		004-55	0045555	MED EXP (Any one person)	\$ 5,000.00
^ □	_ Y		NPP2103737G		08/15/2015	08/15/2016	PERSONAL & ADV INJURY	s 1,000,000.00
GENIL AGGREGATE LIMIT APPLIES PER:		ł					GENERAL AGGREGATE	\$ 2,000,000.00
POLICY DECT LOC							PRODUCTS - COMP/OP AGG	\$ 1,000,000.00 \$
AUTOMOBILE LIABILITY		† i					COMBINED SINGLE LIMIT (Es scoldent) BODILY INJURY (Per person)	. <u>\$</u>
ANY AUTO SCHEDULED	;	1					BODILY INJURY (Per accident)	
HIRED AUTOS AUTOS NON-OWNED	İ	l					PROPERTY DAMAGE (Per socident)	\$
HIRED AUTOS AUTOS		İ					(Per accident)	\$
UMBRELLA LIAB OCCUR		├					EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-MA	DE]					AGGREGATE	\$
OED RETENTIONS								\$
WORKERS COMPENSATION		T					PER OTHE	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	/N						EL EACH ACCIDENT	\$
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	1	!				E.L. DISEASE - EA EMPLOYEE	: \$
if yes, describe under DESCRIPTION OF OPERATIONS below	1		İ			,	E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OF ENVIRONS DOOM	_	 						
A Professional Liab.		(NPP2103737G		08/15/2015	08/15/2016		\$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / HOA	VEHICLES	(Altro	th ACORD 161, Additional Rema	erics Scher	lule, if more spa	ce is required)		
PALM BEACH COUNTY BD OF COUN AGENTS ARE ADDITONAL INSURED								EMPLOYEES, AND
CERTIFICATE HOLDER				CANO	ELLATION			
OCR DIRECTOR, PALM OFFICE OF COMMUNIT 2300 N JOG RD WEST PALM BEACH, FL	Y REVIT			AUTHO	CORDANCE WI	TH THE POLIC	ESCRIBED POLICIES BE COP, NOTICE WILL BE DELIN	ANCELLED BEFORE
				Brian			CORD CORPORATION.	
ACORD 25 (2014/01) QF					The	ACORD nam	ne and logo are register	ed marks of ACOR

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 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:
 - 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:

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 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
Ву:	By
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Residents of Lake Osborne Heights, Inc.)
Witness Signature Witness Signature	By: McGiveron, President (printed name) Mathleen McGiveron (Signature)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS By: Houston L. Tate, Director
By: County Attorney	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



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 #
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 ("Agree of, by	
benefit of Palm Beach County, Florida, ("County").	("Volunteer") for the
WHEREAS, County has awarded a Residents Education ("Grant") to allow theto improve the Volunteer assistance. NOW, THEREFORE, in order to fulfill the obligations agrees as follows:	project presented by e neighborhood, which requires
 Volunteer does hereby waive, release, relinquis discharge the County, or any of its officers, age against any and all actions, claims, liabilities, lo ever had, now has, or may have against the agents, and/or employees as a result of or in obligations of the Grant. 	ents, and/or employees from and osses, and demands that he/she county, or any of its officers.
 Volunteer shall protect, defend, reimburse, in agents, officers and/or employees harmless liability, expense, loss, cost, damages or cau character, including, but not limited to, attorne trial or appellate levels or otherwise, arising d performance of the terms of this Grant or due Volunteer. 	from and against all claims, uses of action of every kind or ey's fees and costs, whether at uring and as a result of his/her
I have read this Agreement fully and understand its free will. I further certify that I am eighteen (18) years of guardian of a minor participant.	s content and sign it of my own age or older or the parent/legal
Name:	Date:
Signature:	
lf 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 V

INSURANCE NEEDED: YES NO DAKE WORK CENTIFICATE OF

INSURANCE IS ARRESTABLE

SIGNATURE OF REVIEWER

SCOTT MANTING

PRINT NAME

PRINT NAME

NO DATE

NO DATE

NO DATE

NO DATE

NO DATE

NO DATE

NO DATE

NO DATE

NO DATE

NO DATE

NO DATE

NO DATE

NO DATE

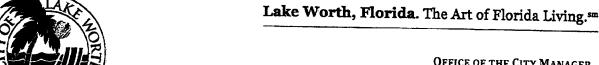
NO DATE

NO DATE

NO DATE

NO DATE

CEI	RTIFICATE OF COVERAGE ISSUED ON: 6/27/2016
COVERAGE PROVIDED BY: PREFERRED GOVER	RNMENTAL INSURANCE TRUST
PACKAGE AGREEMENT NUMBER:PX FL1 0502013 15-06	COVERAGE PERIOD: 10/1/2015 TO 10/1/2016 12:01 AM
agreement described herein subject to all the terms, exclusions and	issued to the designated member for the coverage period indicated. Notwithstanding any
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.
T Y A THAT YERS COLUMN A CON	Lake Worth, FL 33480
I.I.ABILITY COVERAGE X. Comprehensive General Liability, Bodily Injury, Property Damag and Personal Injury	WORKERS' COMPENSATION COVERAGE
Limit \$1,000,000 \$100,000 SIR Public Officials Liability Limit Employment Practices Liability	X Self Insured Workers' Compensation \$500,000 Self Insured Retention X Staintory Workers' Compensation
Limit X Employee Benefits Linbility Limit \$1,000,000 \$100,000 SIR Law Enforcement Linbility Limit	X Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease
PROPERTY COVERAGE X Buildings & Personal Property	AUTOMOBILE COVERAGE Automobile Liability
Per schedule on file with \$25,000 Deductible TrustLimit Note: See coverage agreement for details on wind, flood, and other	Limit \$1,000,000 \$100,000 SIR X All Owned
deductibles.	Specifically Described Autos X Hired Autos
X Rented, Borrowed and Leased Equipment Limit \$100,000 TIV See Schedule for Deductible X Total All other Inland Marine	X. Amed Autos X. Non-Owned Autos Automebile Physical Damage
Limit \$1,143,526 TIV See Schedule for Deductible	Comprehensive Collision
CRIME COVERAGE X Employee Dishonesty	Hired Auto with limit of
Limit \$500,000 \$25,000 Deductible X Forgery or Alteration Limit \$500,000 \$25 000 Deductible	Garage Keepers
Limit \$500,000 \$25,000 Deductible X Theft Disappearance & Destruction Limit \$500,000 \$25,000 Deductible	Liability Limit Liability Deductible Comprehensive Deductible
X Computer Fraud Limit \$500,000 \$25,000 Deductible	Collision Deductible
NOTE:Additional Covered Party status is excluded for non-governme Florida Statutes (2010) or the equivalent fimitations of successor law	ental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), which are applicable at the time of loss.
Description of Operations/ Locations/ Vehicles/Special items:	
RE: REAP Grants This section completed by member's agent, who bears complete responsibili	The and Habilton for the account
	no rights upon the certificate holder. This certificate does not amend, extend or after the coverage
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455	CANCELLATIONS SECULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT HE CANCELLED REPORE THE EXPRATION DATE THEREOF, PREFERRED COVERNMENTAL INSTRANCE TRUST WILL ENDRAYOR TO MAIL 69 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE, OR 10 DAYS TO THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.
Producer Public Risk Insurance Agency P. O. Box 2416	Magnet & Sime
Daytona Beach, FL 32115	AUIHORIZED REPRESENTATIVE
PGIT-CERT (11/09) PRINT FORM	CONTRACT



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

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. 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.

lakeworth.org

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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

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 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.
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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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- 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 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	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
Ву:	By
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	AWARDEE
	(Vernon Heights Property Owners Association, Inc.
Witness Signature Witness Signature Witness Signature	By: Tina Casazza, President (printed name) Juna Casazza (Signature)
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY By:	CONDITIONS DE LA CONDITIONS
County Attorney	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



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

of	This Release and Hold Harmless Agreement ("Agreement") is made this day
benefi	t of Palm Beach County, Florida, ("County").	("volunteer") for the
DOMON	torrain boast oparty, riolida, (obarty).	
Grant	WHEREAS, County has awarded a Residents ("Grant") to allow theto improv	Education To Action Program (REAP) project presented by the the neighborhood, which requires
Volunt	eer assistance.	
agrees	NOW, THEREFORE, in order to fulfill the oblig as follows:	ations under this Grant, the Volunteer
	 Volunteer does hereby waive, release, rel discharge the County, or any of its officers against any and all actions, claims, liabilit ever had, now has, or may have agains agents, and/or employees as a result of obligations of the Grant. 	s, agents, and/or employees from and ties, losses, and demands that he/she st the County, or any of its officers,
	 Volunteer shall protect, defend, reimbur agents, officers and/or employees harr liability, expense, loss, cost, damages of character, including, but not limited to, a trial or appellate levels or otherwise, aris performance of the terms of this Grant of Volunteer. 	mless from and against all claims, or causes of action of every kind or attorney's fees and costs, whether at sing during and as a result of his/her
	I have read this Agreement fully and understa ill. I further certify that I am eighteen (18) yea an of a minor participant.	
Name	:	Date:
Signat	ture:	_
If unde	er age 18:	
Name	of parent/legal guardian:	Date:
Signat	ture 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.

CITY OF LAKE WONTH IS ACCEPTABLE

SIGNATURE OF REVIEWER

SLOTT MANTING

PRINT NAME

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

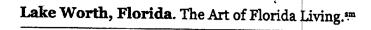
Approval Status:

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: Cantrignt of No Comments: Cantrignt of No Comments: Cantrignt of No Comments:

TITLE OF REVIEWER

CERT	IFICATE OF COVERAGE ISSUED ON: 6/27/2016
COVERAGE PROVIDED BY: PREFERRED GOVERN	and the state of t
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 iss requirement, term or condition of any contract or other document with r agreement described herein subject to all the terms, exclusions and co	ued to the designated member for the coverage period indicated. Notwithstanding any respect to which this certificate may be issued or may pertain, the coverage afforded by the inditions 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 Dide Hwy. Lake Worth, FL 33480
LIABILITY COVERAGE X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury	WORKERS' COMPENSATION COVERAGE
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	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 TrustLimit \$25,000 Deductible	AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$100,000 SIR X All Owned
Note: See coverage agreement for details on wind, flood, and other deductibles. X Rentes, 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	Specifically Described Autos X Hired Autos X Non-Owned Autos Automobile Physical Damage Comprehensive Collision Hired Auto with limit of
CRIME COVERAGE X Employee Dishonesty Limit \$500,000 \$25,000 Deductible X Fergery 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	Garage Kaepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible
NOTE:Additional Covered Party status is excluded for non-government Florida Statutes (2010) or the equivalent limitations of successor law will Description of Operations/ Locations/ Vehicles/Special items:	al entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), hich are applicable at the time of loss.
RE: REAP Grants	- He tile & the
This section completed by member's agent, who bears complete responsibility. This certificate is issued as a matter of information only and confers no afforded by the agreement above.	rights upon the certificate holder. This certificate does not amend, extend or alter the coverage
Administrator Public Risk Underwriters® P.O. Box 968485 Lake Mary, FL 32795-8455	CANCELLATIONS SSOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EOVIDATION DATE THEREOF, PREFERRED GOVERNAMINAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 40 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CRETEFICATE HOLDER NAMED ABOVE, BUT FALLIRE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLINATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AUENTS OR REPRESENTATIVES.
Producer Public Risk Insurance Agency P. O. Box 2416 Daytona Beach, FL 32115	Magnet & Sens
	AUTHORIZED REPRESENTATIVE
PGIT-CERT (11/09) PRINT FORM	6/27/2016





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

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.

lakeworth.org

₩ f @ Loxe WorthF3C

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

7 North Dixie Highway | Lake Worth, FL 33460 | 561.586.1689

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this	day of
, <u>2016</u> , by <u>Vernon Heights Property Owners Associa</u>	tion, 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 "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 Casazz	a , President	
	1	\cap	
Signature	e: Juna	Casazzz	Date: 07/13/2016