

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 3, 2017

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department: County Administration

Submitted By: County Administration

Submitted For: Office of Community Revitalization

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: The following agreements to implement different community improvement projects and initiatives through the Office of Community Revitalization's America's Next Top Neighborhood Grant Program for a total amount of \$52,340.

- A) an Agreement with Roosevelt Estates Neighborhood Association, Inc. in an amount not-to-exceed \$840 to obtain IRS 501(c)(3) tax exempt status;
- B) an Agreement with Northwood Harbor Association, Incorporated in an amount not-to-exceed \$4,000 to purchase items for a sign project (\$800) and a community newsletter project (\$3,200);
- C) an Agreement with Sofia Valiente in an amount not-to-exceed \$4,800 to purchase items for a community newsletter project;
- D) an Agreement with Rasheda Admore in an amount not-to-exceed \$3,100 to purchase items for a community fitness project;
- E) an Agreement with Federation of Families of Florida, Inc. in an amount not-to-exceed \$9,700 to purchase items for a community market project (\$4,700) and a community garden project (\$5,000);
- F) an Agreement with Bonnie Hodges Leech in an amount not-to-exceed \$6,500 to purchase items for a community outreach project (\$5,000) and a community music project (\$1,500);
- G) an Agreement with Inner City Youth Golfers' Incorporated in an amount not-to-exceed \$5,000 to purchase items for a community newsletter project;
- H) an Agreement with Teresa Wilhem in an amount not-to-exceed \$5,000 to purchase items for a community walking trail project;
- I) an Agreement with Pinewood Park Neighborhood Association, Inc. in an amount not-to-exceed \$2,300 to purchase items for a community banner project (\$1,200) and a community newsletter project (\$1,100);
- J) an Agreement with Syheita Rhoden in an amount not-to-exceed \$1,000 to purchase items for a community banner project;
- K) an Agreement with Loxahatchee Groves Landowners Association, Inc. in an amount not-to-exceed \$2,400 to purchase items for a community bulletin board project;
- L) an Agreement with Ricardo Rojas in an amount not-to-exceed \$1,200 to purchase items for a community beekeeping project;
- M) an Agreement with Floral Park Property Owner's Association, Inc. in an amount not-to-exceed \$5,000 to purchase items for a community playground project; and
- N) an Agreement with Whispering Palms Neighborhood Association, Inc. in an amount not-to-exceed \$1,500 to purchase items for a community crime watch project.

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 2018 funding cycle, the OCR implemented two, five week REAP sessions. One session was conducted in the Glades/Lake Region from January 26 through February 23, 2017 and the other session was held in central Palm Beach County from March 9 through April 13, 2017. Upon completion of the two sessions, OCR staff, applicable County Departments and the REAP Steering Committee evaluated the 55 applications that were received. This agenda item includes 14 Agreements for 18 of the projects being recommended for funding in an amount totaling \$52,340. The projects will be completed in FY 2018 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: (Continued on Page 3)

Attachments:

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

Recommended by

OCR Director

Date

9/21/2017

Approved By:

Assistant County Administrator

Date

10/2/17

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Grant Expenditures	<u>\$52,340</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$52,340</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included In FY2018 Budget? Yes X No _____

Budget Account No.: Fund 1401 Department 610 Unit 6200 Object 8201

Reporting Category

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

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

C. Departmental Fiscal Review:

Paul D'Agnese

III. REVIEW COMMENTS

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

9/21/17
OFMB ET 9/21

9/29/17
Contract Dev. and Control

B. Legal Sufficiency:

10/2/17
Assistant County Attorney

C. Other Department Review:

Department Director

Continued from Page 1

Background and Justification: The Resident Education to Action Program (REAP) is a five 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 per project application to individuals, neighborhood-based groups and/or organizations for projects and initiatives that promote neighborhood improvement, beautification, community identity, community engagement, help reenergize existing organizations and/or create new ones, and develop safe and healthy neighborhoods.

In May of this year, the OCR and REAP Steering Committee evaluated the 55 applications that were submitted in the ANTNG FY 2017 funding cycle. Eighteen projects are recommended for funding in this item, in an amount totaling \$52,340. The projects will be completed in FY 2018 and consist of various activities within the four eligible categories as per Attachment 1. The eligible categories and sample activities include the following:

1. Neighborhood Beautification Projects: Clean-up projects, landscape/aesthetic improvement projects, community gardens/benches, exterior painting on clusters of homes.
2. Neighborhood Organization and Capacity Projects: Projects promoting neighborhood unification, obtaining 501c3 designation (incorporated groups only), newsletters, community organizing events related to neighborhood revitalization.
3. Neighborhood Identification Projects: Community bulletin boards, unified address plaques & uniformed address numbers, uniformed mailboxes.
4. Safety and Environmental Improvement Neighborhood Projects: Security lighting, lake and canal improvement projects, unified trash cans, crime prevention/ crime watch projects.

BCC approval of the Agreements is recommended.

America’s Next Top Neighborhood Grant Program
Recommended FY 2017 Projects by Category

Category Description		Organizations/Individuals	
2	Neighborhood Organization and Capacity Projects	Roosevelt Estates Neighborhood Association, Inc.	A
		Northwood Harbor Association, Incorporated	B
		Sofia Valiente-Historical Newsletter representing the Lake Region	C
		Rasheda Admore-Community fitness project located in Belle Glade, FL	D
		Federation of Families of Florida, Inc.	E
		Bonnie Hodges Leech- Community Outreach Project located in the SanCastle Community, Lantana, FL	F
		Inner City Youth Golfers' Incorporated	G
		Teresa Wilhelm- Walking Trail Project located in Lantana, FL	H
3	Neighborhood Identification Projects	Pinewood Park Neighborhood Association, Inc.	I
		Syheita Rhoden- Community Banner Project located in West Palm Beach, FL	J
		Loxahatchee Groves Landowners Association, Inc.	K
4	Safety and Environmental Improvement Neighborhood Projects	Ricardo Rodas-Bee Keeping Project located in Lake Worth, FL	L
		Floral Park Property Owner's Association, Inc.	M
		Whispering Palms Neighborhood Association, Inc.	N

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ROOSEVELT ESTATES
NEIGHBORHOOD ASSOCIATION, INC. FOR THE NEIGHBORHOOD
ORGANIZATION AND 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 Roosevelt Estates 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 47-1339268.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 9, 2017 to April 13, 2017; 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 obtaining IRS 501(C)(3) tax exempt status for community development projects and events, hereinafter referred to as the "Neighborhood Organization and Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Organization and Capacity Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Eight Hundred and Forty Dollars (\$840.00) to help offset expenses toward AWARDEE's implementation of its Neighborhood Organization and Capacity Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Organization and 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 Eight Hundred and Forty Dollars (\$840.00) to AWARDDEE for reimbursement of costs related to the Neighborhood Organization and Capacity Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Eight Hundred and Forty Dollars (\$840.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDEE:

Annie Harrison Nelson, President
Roosevelt Estates Neighborhood Association, Inc.
1400 Sixth Street
West Palm Beach, FL 33401

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:

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

By: _____
Deputy Clerk

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

By: _____
Paulette Burdick, Mayor

WITNESSES:

AWARDEE

(Roosevelt Estates Neighborhood Association, Inc.)

Greta Minter
Witness Signature
Sharon R. Bock
Witness Signature

By: Annie H. Nelson
Annie Harrison Nelson, President (printed name)
Annie H. Nelson
Annie Harrison Nelson (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Roosevelt Estates Neighborhood Association, Inc.

Project Title:

Neighborhood Organization and Capacity Project

Area Location:

Project will be located in West Palm Beach, FL.

Project Description:

Obtaining IRS 501(C)(3) tax exempt status for community development projects and events.

Equipment to be purchased:

IRS Filing Fees

***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:

\$ 840.00



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Roosevelt Estates Neighborhood Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Roosevelt Estates Neighborhood Association, Inc. which consists of obtaining IRS 501(C)(3) tax exempt status for community development projects and events, hereinafter referred to as the "Neighborhood Organization and 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: Roosevelt Estates Neighborhood Association, Inc.

Name: Annie Harrison Nelson

Signature: Annie H. Nelson

Date: 8/23/2017

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: ROOSEVELT ESTATES NEIGHBORHOOD ASSOCIATION, INC.

PROJECT DESCRIPTION:

Obtaining IRS 501(C)(3) tax exempt status for community development projects and events.

County funds requested: \$ 840.00

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Roosevelt Estates Neighborhood Association, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☐

No ☒

COMMENTS: _____



SIGNATURE OF REVIEWER

TITLE OF REVIEWER

Property & Casualty Manager

PRINT NAME

DATE

Jacqueline Binns

**AGREEMENT BETWEEN PALM BEACH COUNTY AND NORTHWOOD HARBOR
ASSOCIATION, INCORPORATED FOR THE NEIGHBORHOOD ORGANIZATION
AND 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 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 9, 2017 to April 13, 2017; 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 A) Procurement and installation of removable double sided meeting signs to notify residents of meetings and events (\$800); B) Procurement of professional printing services to publish a newsletter to inform and engage residents in community initiatives (\$3,200), hereinafter referred to as the "Neighborhood Organization and Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Organization and Capacity 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 Neighborhood Organization and Capacity Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Organization and 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. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY.

2. COUNTY agrees to fund an amount not to exceed Four Thousand Dollars (\$4,000.00) to AWARDDEE for reimbursement of costs related to the Neighborhood Organization and Capacity Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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

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

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

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

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

6. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex,

age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

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

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

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

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

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

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

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's

ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

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

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

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

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

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

19. Prior to execution of this Agreement, AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of

coverage to, OCR Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDDEE:

Mary Murphy, Vice President
Northwood Harbor Association, Incorporated
5200 N. Flagler Drive #1701
West Palm Beach, FL 33404

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:

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

By: _____
Deputy Clerk

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

By: _____
Paulette Burdick, Mayor

WITNESSES:

Noelle O'Rourke
Witness Signature
[Signature]
Witness Signature

AWARDEE

(Northwood Harbor Association, Incorporated)

By: MARY MURPHY
Mary Murphy, Vice President (printed name)
Mary Murphy
Mary Murphy (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

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



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Northwood Harbor Association, Incorporated

Project Title:

Neighborhood Organization and Capacity Project

Area Location:

Project will be located in West Palm Beach, FL.

Project Description:

A) Procurement and installation of removable double sided meeting signs to notify residents of meetings and events. Items will be placed in swales and medians on 45th Street North and Flagler Drive, 45th Street and Spruce Ave. (\$800) B) Procurement of professional printing services to publish a newsletter to inform and engage residents in community initiatives. Items will be stored at the home of the Vice President, Mary Murphy, located at 5200 North Flagler Drive, #1701, West Palm Beach, FL 33407 (\$3,200).

Equipment to be purchased:

Double sided metal signs
Sign Frames
Coro Rider (Laminated Sign)
Printing Services
Envelopes and envelope sealer
Stamps
Addresses
Labels
Flashdrives
Not for Profit Permit for Postage

***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:

\$ 4,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____project presented by _____to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____ Date: _____

Signature: _____

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

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Northwood Harbor Association, Incorporated ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Northwood Harbor Association, Incorporated which consists of A) Procurement and installation of removable double sided meeting signs to notify residents of meetings and events. Items will be placed in swales and medians on 45th Street North and Flagler Drive, 45th Street and Spruce Ave. (\$800) B) Procurement of professional printing services to publish a newsletter to inform and engage residents in community initiatives. Items will be stored at 621 43rd Street, West Palm Beach, FL 33407 (\$3,200), hereinafter referred to as the "Neighborhood Identification Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

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

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

Name of Legal Entity: Northwood Harbor Association, Incorporated

Name: Mary Murphy, Vice President

Signature: Mary Murphy Date: 8/17/17

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:

A) Procurement and installation of removable double sided meeting signs to notify residents of meetings and events. Items will be placed in swales and medians on 45th Street North and Flagler Drive, 45th Street and Spruce Ave. (\$800) B) Procurement of professional printing services to publish a newsletter to inform and engage residents in community initiatives. Items will be stored at the home of the Vice President, Mary Murphy located at 5200 North Flagler Drive, #1701, West Palm Beach, FL 33407 (\$3,200).


County funds requested: \$ 4,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Northwood Harbor Association, Incorporated a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: _____


SIGNATURE OF REVIEWER
Jacqueline B. Norris
PRINT NAME

Prop + Casualty Mgr
TITLE OF REVIEWER
8/17/17
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND SOFIA VALIENTE FOR THE
NEIGHBORHOOD ORGANIZATION AND 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 Sofia Valiente, an individual, 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 26, 2017 to February 23, 2017; 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 procurement of professional printing services to produce a 48-page historical booklet/newsletter about the Glades, hereinafter referred to as the "Neighborhood Organization and Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Organization and Capacity Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Four Thousand Eight Hundred Dollars (\$4,800.00) to help offset expenses toward AWARDEE's implementation of its Neighborhood Organization and Capacity Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Organization and 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 Thousand Eight Hundred Dollars (\$4,800.00) to Awardee for reimbursement of costs related to the Neighborhood Organization and Capacity Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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 Eight Hundred Dollars (\$4,800.00) 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. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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:

Sofia Valiente
507 SW 6th Street Apt. 16
Belle Glade, FL 33430

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:


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

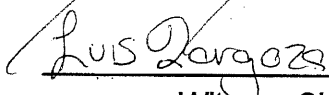
By: _____
Deputy Clerk

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

By: _____
Paulette Burdick, Mayor

WITNESSES:

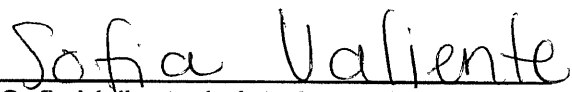


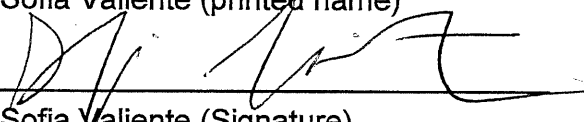
Witness Signature


Witness Signature

AWARDEE

(Sofia Valiente)

By: 

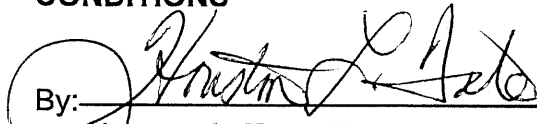
Sofia Valiente (printed name)


Sofia Valiente (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Sofia Valiente

Project Title:

Neighborhood Organization and Capacity Project

Area Location:

Project will be located in Belle Glade, FL.

Project Description:

Procurement of professional printing services to produce a 48-page historical booklet/newsletter about the Glades.

Equipment to be purchased:

Professional 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: \$ 4,800



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Sofia Valiente ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Sofia Valiente which consists of procurement of professional printing services to produce a 48-page historical booklet/newsletter about the Glades, hereinafter referred to as the "Neighborhood Organization and 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: Sofia Valiente

Name: Sofia Valiente

Signature: _____

Date: 8-17-17

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: SOFIA VALIENTE

PROJECT DESCRIPTION:

Procurement of professional printing services to produce a 48-page historical booklet/newsletter about the Glades.

County funds requested: \$ 4,800

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Sofia Valiente.

INSURANCE NEEDED: Yes ☐ No ☒

COMMENTS: _____


SIGNATURE OF REVIEWER

TITLE OF REVIEWER
Property & Casualty Manager

PRINT NAME
Jacqueline Binns

8/15/17
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND RASHEDA ADMORE FOR
THE NEIGHBORHOOD ORGANIZATION AND 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 Rasheda Admore, an individual, 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 26, 2017 to February 23, 2017; 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 procurement of items to promote healthy lifestyles for children and families in the Glades by having community exercise events called, "GET FIT TRI-CITY!", hereinafter referred to as the "Neighborhood Organization and Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Organization and Capacity Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Three Thousand One Hundred Dollars (\$3,100.00) to help offset expenses toward AWARDEE's implementation of its Neighborhood Organization and Capacity Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Organization and 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 Three Thousand One Hundred Dollars (\$3,100.00) to AWARDEE for reimbursement of costs related to the Neighborhood Organization and Capacity Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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 Three Thousand One Hundred Dollars (\$3,100.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDEE:

Rasheda Admore
205 N.W. 15th Street
Belle Glade, FL 33430

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:

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

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


By: _____
Deputy Clerk

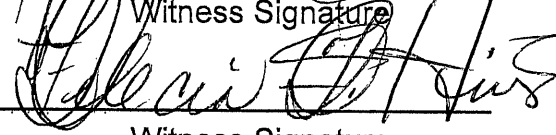
By: _____
Paulette Burdick, Mayor

WITNESSES:


AWARDEE

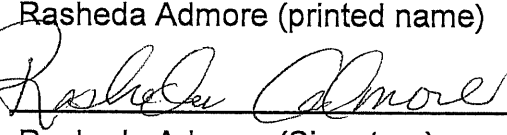
(Rasheda Admore)



Witness Signature


Witness Signature

By: 


Rasheda Admore (printed name)


Rasheda Admore (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: 

Houston L. Tate, Director
Office of Community Revitalization

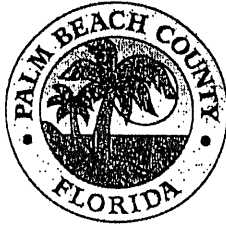


Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Rasheda Admore

Project Title:

Neighborhood Organization and Capacity Project

Area Location:

Project will be located in Belle Glade, FL.

Project Description:

Procurement of items to promote healthy lifestyles for children and families in the Glades by having community exercise events called, "GET FIT TRI-CITY!"

Equipment to be purchased:

Yoga Mats
Towels
Fit Bit Bands
Water Bottles
Promotional items

***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: \$ 3,100



PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Rasheda Admore ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Rasheda Admore which consists of Procurement of items to promote healthy lifestyles for children and families in the Glades by having community exercise events called, "GET FIT TRI-CITY!", hereinafter referred to as the "Neighborhood Organization and 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: Rasheda Admore

Name: Rasheda Admore

Signature: _____



Date: _____

08/18/2017

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: RASHEDA ADMORE

PROJECT DESCRIPTION:

Procurement of items to promote healthy lifestyles for children and families in the Glades by having community exercise events called, "GET FIT TRI-CITY!"

County funds requested: \$ 3,100


APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Rasheda Admore.

INSURANCE NEEDED: Yes ☐

No ☒

COMMENTS: _____


SIGNATURE OF REVIEWER

TITLE OF REVIEWER
Property & Casualty Manager

PRINT NAME

Jacqueline Binns

DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND FEDERATION OF FAMILIES
OF FLORIDA, INC. FOR THE NEIGHBORHOOD ORGANIZATION AND 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 Federation of Families of 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 52-2313668.

W I T N E S S E T H:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 9, 2017 to April 13, 2017; 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 A) Procurement of items for a community market in South Bay that will be located at SW 1st Ave., South Bay, FL 33439, in collaboration with the City of South Bay (\$4,700); B) Procurement of items for and installation of a community vegetable and flower garden in South Bay to help teens connect with their community (\$5,000), hereinafter referred to as the "Neighborhood Organization and Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Organization and Capacity Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Nine Thousand Seven Hundred Dollars (\$9,700.00) to help offset expenses toward AWARDEE's implementation of its Neighborhood Organization and Capacity Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Organization and 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. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY.

2. COUNTY agrees to fund an amount not to exceed Nine Thousand Seven Hundred Dollars (\$9,700.00) to AWARDDEE for reimbursement of costs related to the Neighborhood Organization and Capacity Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Nine Thousand Seven Hundred Dollars (\$9,700.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

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

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

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

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

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

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

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

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

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

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

COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDDEE:

C. Veree Jenkins, CEO
Federation of Families of Florida, Inc.
101 N.W. 1st Ave
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 AWARDDEE.

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

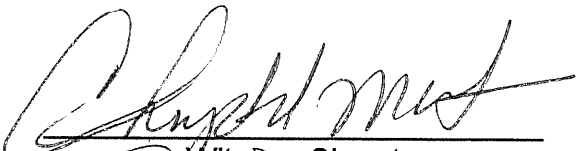
ATTEST:
SHARON R. BOCK, Clerk &
Comptroller


By: _____
Deputy Clerk

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

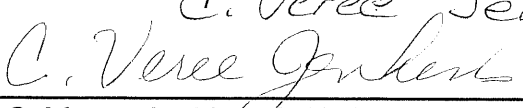
By: _____
Paulette Burdick, Mayor

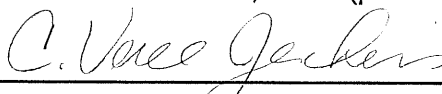
WITNESSES:



Witness Signature


Witness Signature

AWARDEE
(Federation of Families of Florida, Inc.)
C. Veree Jenkins
By: 

C. Veree Jenkins, CEO (printed name)


C. Veree Jenkins (Signature)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Federation of Families of Florida, Inc.

Project Title:

Neighborhood Organization and Capacity Project

Area Location:

Projects will be located in South Bay, FL

Project Description:

A) Procurement of items for a community market in South Bay that will be located at SW 1st Ave., South Bay, FL 33439, in collaboration with the City of South Bay (\$4,700); B) Procurement of items for and installation of a community vegetable and flower garden in South Bay to help teens connect with their community. The community garden will be located at 101 NW 1st Ave. on City of South Bay property (\$5,000).

Equipment to be purchased:

Snow cone maker and accessories
Funnel cake maker and accessories
Popcorn maker and accessories
Hot Dog maker and accessories
Slushy Machine and accessories
Signs
Benches
Cement
Post
Fencing
Plants
Planters
Generator

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

County funds recommended: \$ 9,700



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____project presented by _____to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____ Date: _____

Signature: _____

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

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Federation of Families of Florida, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Federation of Families of Florida, Inc. which consists of A) Procurement of items for a community market in South Bay that will be located at SW 1st Ave., South Bay, FL 33439, in collaboration with the City of South Bay (\$4,700); B) Procurement of items for and installation of a community vegetable and flower garden in South Bay to help teens connect with their community. The community garden will be located at 101 NW 1st Ave. on City of South Bay property (\$5,000), hereinafter referred to as the "Neighborhood Organization and 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: Federation of Families of Florida, Inc.

Name: C. Veree Jenkins, CEO

Signature: C. Veree Jenkins

Date: 8/23/2017

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: FEDERATION OF FAMILIES OF FLORIDA, INC.

PROJECT DESCRIPTION:

A) Procurement of items for a community market in South Bay that will be located at SW 1st Ave., South Bay, FL 33439, in collaboration with the City of South Bay (\$4,700); B) Procurement of items for and installation of a community vegetable and flower garden in South Bay to help teens connect with their community. The community garden will be located at 101 NW 1st Ave. on City of South Bay property (\$5,000).

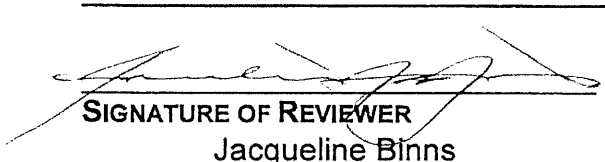
County funds requested: \$ 9,700

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Federation of Families of Florida, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: Yes ☐ No ☐

COMMENTS: _____


SIGNATURE OF REVIEWER
Jacqueline Binns

PRINT NAME

Property & Casualty Manager

TITLE OF REVIEWER

DATE

8/15/17

**AGREEMENT BETWEEN PALM BEACH COUNTY AND BONNIE HODGES LEECH
FOR THE NEIGHBORHOOD ORGANIZATION AND 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 Bonnie Hodges Leech, an individual, 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 9, 2017 to April 13, 2017; 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 A) Procurement of items and outreach materials for community engagement events, and printing services for a community cookbook to increase neighborliness and bring diverse cultures together (\$5,000); B) Procurement of drums and percussion instruments as a way to connect and bring the community together (\$1,500), hereinafter referred to as the "Neighborhood Organization and Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Organization and Capacity Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00) to help offset expenses toward AWARDEE's implementation of its Neighborhood Organization and Capacity Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Organization and 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 Six Thousand Five Hundred Dollars (\$6,500.00) to AWARDEE for reimbursement of costs related to the Neighborhood Organization and Capacity Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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 Six Thousand Five Hundred Dollars (\$6,500.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

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

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

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

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

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

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

As to AWARDDEE:

Bonnie Hodges Leech
7232 E. Oakridge Circle #24B
Lantana, FL 33462

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

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ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

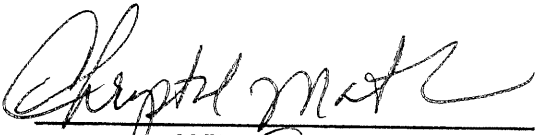
PALM BEACH COUNTY, FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

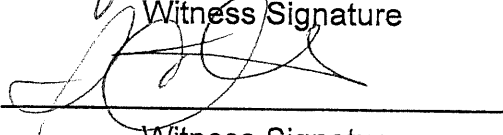
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor


WITNESSES:

AWARDEE
(Bonnie Hodges Leech)



Witness Signature


Witness Signature

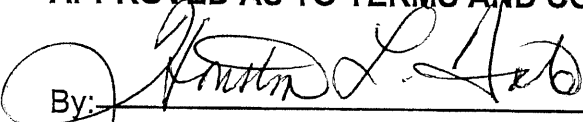
By: Bonnie Hodges Leech
Bonnie Hodges Leech (printed name)


Bonnie Hodges Leech (Signature)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Bonnie Hodges Leech

Project Title:

Neighborhood Organization and Capacity

Area Location:

Project will be located in Lantana, FL.

Project Description:

A) Procurement of items and outreach materials for community engagement events, and printing services for a community cookbook to increase neighborliness and bring diverse cultures together (\$5,000); B) Procurement of drums and percussion instruments as a way to connect and bring the community together (\$1,500). All items will be stored at the San Castle Community Center, located at 1101 Mentone Road, Lantana, FL 33462.

Equipment to be purchased:

- Tables
- Chairs
- Canopy Tents
- Coolers
- Event Grill
- Propane cylinders
- Propane
- Crock pot
- Electric griddles
- Catering and food supplies
- Professional book publishing services
- Drums and percussion instruments
- Photography 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:

\$ 6,500



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Bonnie Hodges Leech ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Bonnie Hodges Leech which consists of A) Procurement of items and outreach materials for community engagement events, and printing services for a community cookbook to increase neighborliness and bring diverse cultures together (\$5,000); B) Procurement of drums and percussion instruments as a way to connect and bring the community together (\$1,500). All items will be stored at the San Castle Community Center, located at 1101 Mentone Road, Lantana, FL 33462, hereinafter referred to as the "Neighborhood Organization and 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: Bonnie Hodges Leech

Name: Bonnie Hodges Leech

Signature:  Date: 8/22/17

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: BONNIE HODGES LEECH

PROJECT DESCRIPTION:

A) Procurement of items and outreach materials for community engagement events, and printing services for a community cookbook to increase neighborliness and bring diverse cultures together (\$5,000); B) Procurement of drums and percussion instruments as a way to connect and bring the community together (\$1,500). All items will be stored at the San Castle Community Center, located at 1101 Mentone Road, Lantana, FL 33462.

County funds requested: \$ 6,500

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Bonnie Hodges Leech.

INSURANCE NEEDED: Yes ☐ No ☒

COMMENTS: _____
_____ Property & Casualty Manager

Jacqueline Burns
SIGNATURE OF REVIEWER

J Burns
PRINT NAME

TITLE OF REVIEWER

8/15/17
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND INNER CITY YOUTH
GOLFERS' INCORPORATED FOR THE NEIGHBORHOOD ORGANIZATION AND
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 Inner City Youth Golfers' 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 65-0978868.

WITNESSETH:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 9, 2017 to April 13, 2017; 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 procurement of items to create a quarterly community newsletter, both printed and digitally focused on sports, leadership, education, and civic engagement, hereinafter referred to as the "Neighborhood Organization and Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Organization and Capacity Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000) to help offset expenses toward AWARDEE's implementation of its Neighborhood Organization and Capacity Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Organization and 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 Five Thousand Dollars (\$5,000) to AWARDEE for reimbursement of costs related to the Neighborhood Organization and Capacity Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDEE:

Malachi Knowles, President
Inner City Youth Golfers' Incorporated
P.O. Box 10572
Riviera Beach, FL

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:

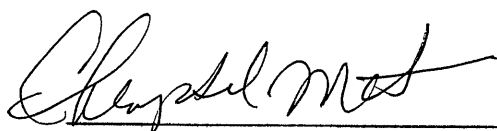
**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk

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

By: _____
Paulette Burdick, Mayor

WITNESSES:



Witness Signature



Witness Signature

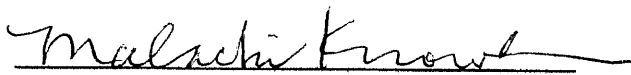
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

AWARDEE

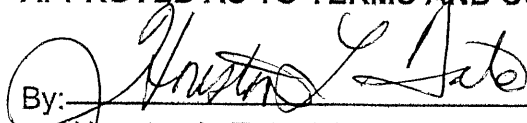
(Inner City Youth Golfer's Incorporated)

By: MALACHI KNOWLES
Malachi Knowles, President (printed name)



Malachi Knowles (Signature)

APPROVED AS TO TERMS AND CONDITIONS

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Inner City Youth Golfers' Incorporated

Project Title:

Neighborhood Organization and Capacity Project

Area Location:

Project will be located in Riviera Beach, FL.

Project Description:

Procurement of items to create a quarterly community newsletter, both printed and digitally focused on sports, leadership, education, and civic engagement.

Equipment to be purchased:

Professional printing and production services
Professional photography services and associated cost
Postage and mailing services
Office 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



Exhibit "B"

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

Date: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____ Date: _____

Signature: _____

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

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Inner City Youth Golfers' Incorporated ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Inner City Youth Golfers' Incorporated which consists of procurement of items to create a quarterly community newsletter, both printed and digitally focused on sports, leadership, education, and civic engagement, hereinafter referred to as the "Neighborhood Organization and 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: Inner City Youth Golfers' Incorporated

Name: Malachi Knowles, President

Signature: Malachi Knowles Date: 08/23/17

**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: INNER CITY YOUTH GOLFERS' INCORPORATED

PROJECT DESCRIPTION:

Procurement of items to create a quarterly community newsletter both printed and digitally focused on sports, leadership, education, and civic engagement.

County funds requested: \$ 5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Inner City Youth Golfers' Incorporated a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐

NO ☒

COMMENTS: _____


SIGNATURE OF REVIEWER

TITLE OF REVIEWER

PRINT NAME

8/15/17
DATE
Property & Casualty Manager

Jacqueline Binns

**AGREEMENT BETWEEN PALM BEACH COUNTY AND TERESA WILHELM FOR
THE NEIGHBORHOOD ORGANIZATION AND 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 Teresa Wilhelm, an individual, 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 9, 2017 to April 13, 2017; 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 installation of directional signs in the Town of Lantana and to procure items to host a city showcase, hereinafter referred to as the "Neighborhood Organization and Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Organization and Capacity 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 Neighborhood Organization and Capacity Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Organization and 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 Five Thousand Dollars (\$5,000.00) to AWARDEE for reimbursement of costs related to the Neighborhood

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

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

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

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

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

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

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

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

from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

service. AWARDDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDDEE:

Teresa Wilhelm
1321 Palermo Way
Lantana, FL 33462

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:

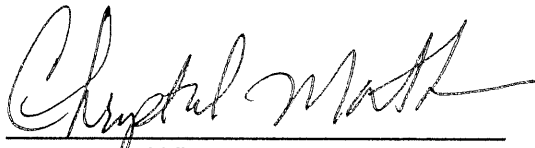
**SHARON R. BOCK, Clerk &
Comptroller**

By: _____
Deputy Clerk


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

By: _____
Paulette Burdick, Mayor

WITNESSES:



Witness Signature



Witness Signature

AWARDEE

(Teresa Wilhelm)

By: Teresa Wilhelm
Teresa Wilhelm (printed name)



Teresa Wilhelm (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**



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



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Teresa Wilhelm

Project Title:

Neighborhood Organization and Capacity Project

Area Location:

Project will be located in Lantana, FL.

Project Description:

Installation of directional signs in the Town of Lantana and to procure items to host a city showcase. Signs will be installed at the Lantana Public Library (205 W. Ocean Ave.), Bicentennial Park (312 E. Ocean Ave.), Sportsman's Park (302 E. Ocean Ave.), Lantana Nature Preserve (440 E. Ocean Ave.), and Lantana Municipal Beach (100 N. Ocean Blvd).

Equipment to be purchased:

Signs
Metal post
Hardware
Concrete
Post hole digger
Brackets
Refreshments
Promotional materials
Pedometers
Water bottles

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

County funds recommended:

\$ 5,000

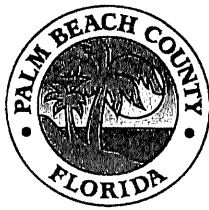


Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Teresa Wilhelm ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Teresa Wilhelm which consists of Installation of directional signs in the Town of Lantana and to procure items to host a city showcase. Signs will be installed at the Lantana Public Library (205 W. Ocean Ave.), Bicentennial Park (312 E. Ocean Ave.), Sportsman's Park (302 E. Ocean Ave.), Lantana Nature Preserve (440 E. Ocean Ave.), and Lantana Municipal Beach (100 N. Ocean Blvd), hereinafter referred to as the "Neighborhood Organization and 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: Teresa Wilhelm

Name: Teresa Wilhelm

Signature:  Date: 8.31.17

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: TERESA WILHELM

PROJECT DESCRIPTION:

Installation of directional signs in the Town of Lantana and to procure items to host a city showcase. Signs will be installed at the Lantana Public Library (205 W. Ocean Ave.), Bicentennial Park (312 E. Ocean Ave.), Sportsman's Park (302 E. Ocean Ave.), Lantana Nature Preserve (440 E. Ocean Ave.), and Lantana Municipal Beach (100 N. Ocean Blvd).

County funds requested: \$ 5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Teresa Wilhelm.

INSURANCE NEEDED: YES ☒ NO ☐

COMMENTS: _____


SIGNATURE OF REVIEWER

~~Property & Casualty Manager~~
TITLE OF REVIEWER

Jacqueline Binns
PRINT NAME

8/15/17
DATE

Town of Lantana

COUNCILMEMBERS

Philip J Aridas
Malcolm Balfour
Lynn J Moorhouse, D. D. S.
Edward Paul Shropshire



DAVID J STEWART
MAYOR

500 Greynolds Circle
Lantana, FL 33462-4544
(561) 540-5000
Fax (561) 540-5009
www.lantana.org

August 22, 2017

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

RE: Town of Lantana Sign Project

Dear Ms. Mathews:

This letter serves as confirmation that the Town of Lantana, as owner of the properties listed on the Sign Project submitted to Palm Beach County for grant funding by Teresa Wilhelm, is in support of this project.

Installation of the signs will be done by volunteers with Town Staff supervision. Once installed, the Town agrees to monitor and maintain the signs and will be responsible for providing liability insurance.

Please let me know if there is any further information you need.

Sincerely,

Deborah S. Manzo
Town Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2016

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	CONTACT NAME: Diane Crispin
World Risk Management, LLC	PHONE (A/C No. Ext): (407) 445-2414
20 North Orange Avenue	FAX (A/C No): (407) 445-2868
Ste 500	E-MAIL ADDRESS: diane_crispin@wrmlc.com
Orlando FL 32801	PRODUCER CUSTOMER ID #: 0000058
INSURED	INSURER(S) AFFORDING COVERAGE
Town of Lantana	INSURER A: Public Risk Management/Wesco
500 Greynolds Circle	INSURER B:
Lantana FL 33462	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
	NAIC #

COVERAGES CERTIFICATE NUMBER:CL1692100763 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PRM 016-003	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
						MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		PRM 016-003	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE					COMP/COLL \$1000 DED. \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	PRM 016-003	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
With respects to the listed coverages held by the named insured, as evidence of insurance,

CERTIFICATE HOLDER	CANCELLATION
pbc@instracking.com	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Palm Beach County C/O Insurance Tracking Services, Inc. (IT P.O. Box 20270 Long Beach, CA 90801	AUTHORIZED REPRESENTATIVE
	Andrew Cooper/DCRISP <i>A. Cooper</i>

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PINWOOD PARK
NEIGHBORHOOD ASSOCIATION, INC. FOR THE NEIGHBORHOOD
ORGANIZATION AND 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 Pinewood Park Neighborhood Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

W I T N E S S E T H:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 9, 2017 to April 13, 2017; 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 A) Procurement of printing services and items for a community newsletter (\$1,100); B) Procurement and installation of pole banners to identify neighborhood, lawn signs, community meetings and announcing "The Lawn of the Month"(\$1,200), hereinafter referred to as the "Neighborhood Organization and Capacity Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Organization and Capacity Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed Two Thousand Three Hundred Dollars (\$2,300.00) to help offset expenses toward AWARDEE's implementation of its Neighborhood Organization and Capacity Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Organization and 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. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY.

2. COUNTY agrees to fund an amount not to exceed Two Thousand Three Hundred Dollars (\$2,300.00) to AWARDDEE for reimbursement of costs related to the Neighborhood Organization and Capacity Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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

4. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE and/or Registered County vendors within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE's satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed Two Thousand Three Hundred Dollars (\$2,300.00) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

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

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

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

6. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex,

age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity or expression, or genetic information.

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

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

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

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

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

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

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

14. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's

ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

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

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

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

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

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

19. Prior to execution of this Agreement, AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of

coverage to, OCR Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

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

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDDEE:

Denise Smith-Barnes
Pinewood Park Neighborhood Association, Inc
621 43rd Street
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 AWARDDEE.

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:

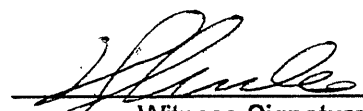
**SHARON R. BOCK, Clerk &
Comptroller**

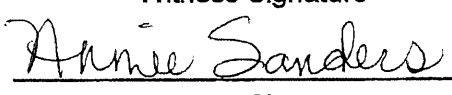
By: _____
Deputy Clerk

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

By: _____
Paulette Burdick, Mayor

WITNESSES:



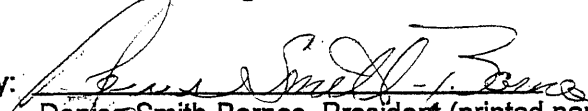
Witness Signature


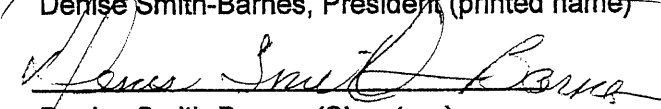
Annie Sanders

Witness Signature

AWARDEE:

(Pinewood Park Neighborhood Association, Inc)

By: 

Denise Smith-Barnes, President (printed name)


Denise Smith-Barnes (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

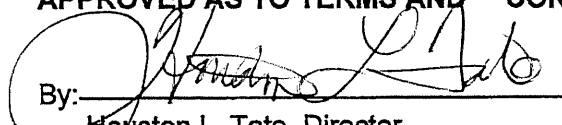

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Pinewood Park Neighborhood Association, Inc.

Project Title:

Neighborhood Organization and Capacity Project

Area Location:

Project will be located in West Palm Beach, FL.

Project Description:

A) Procurement of printing services and items for a community newsletter (\$1,100);
B) Procurement and installation of pole banners to identify neighborhood, lawn signs, community meetings and announcing "The Lawn of the Month". All banners will be placed at the entrance of Pinewood Park Neighborhood South, 45th and Pinewood Ave. South, 45th and Broadway North, Broadway and 36th Street, and 36th and Pinewood Ave. (\$1,200).

Equipment to be purchased:

Professional printing services
Envelopes
Stamps
Pens
Labels
Flash drives
Yard signs
Sign Stands
Pole banners

***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:

\$ 2,300



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____ Date: _____

Signature: _____

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

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Pinewood Park Neighborhood Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Pinewood Park Neighborhood Association, Inc. which consists of A) Procurement of printing services and items for a community newsletter (\$1,100); B) Procurement and installation of pole banners to identify neighborhood, lawn signs, community meetings and announcing "The Lawn of the Month". All banners will be placed at the entrance of Pinewood Park Neighborhood South, 45th and Pinewood Ave. South, 45th and Broadway North, Broadway and 36th Street, and 36th and Pinewood Ave. (\$1,200), hereinafter referred to as the "Neighborhood Organization and 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: Pinewood Park Neighborhood Association, Inc.

Name: Denise Smith-Barnes, President

Signature: 

Date: 8/22-2017

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: PINEWOOD PARK NEIGHBORHOOD ASSOCIATION, INC.

PROJECT DESCRIPTION:

A) Procurement of printing services and items for a community newsletter (\$1,100); B) Procurement and installation of pole banners to identify neighborhood, lawn signs, community meetings and announcing "The Lawn of the Month". All banners will be placed at the entrance of Pinewood Park Neighborhood South, 45th and Pinewood Ave. South, 45th and Broadway North, Broadway and 36th Street, and 36th and Pinewood Ave. (\$1,200).

County funds requested: \$ 2,300

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Pinewood Park Neighborhood Association, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐

NO ☒

COMMENTS: _____

Property & Casualty Manager

Jacqueline Bims
SIGNATURE OF REVIEWER

TITLE OF REVIEWER

PRINT NAME

8/15/17
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND SYHEITA RHODEN FOR
THE NEIGHBORHOOD IDENTIFICATION 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 Syheita Rhoden, an individual, 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 9, 2017 to April 13, 2017; 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 procurement and installation of community banners on Sunterra-owned camera and light posts which will be visible from Belvedere Road & Fieldstone Way, hereinafter referred to as the "Neighborhood Identification Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed One Thousand Dollars (\$1,000.00) to help offset expenses toward AWARDEE's implementation of its Neighborhood Identification Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Identification 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 Dollars (\$1,000.00) to AWARDEE for reimbursement of costs related to the Neighborhood

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

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 Dollars (\$1,000.00 for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY's tax exemption number in securing such materials.

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

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

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

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

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

from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

17. If applicable, 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.

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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:

Syheita Rhoden
899 Fieldstone Way
West Palm Beach, FL 33413

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:

SHARON R. BOCK, Clerk &
Comptroller

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

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESSES:

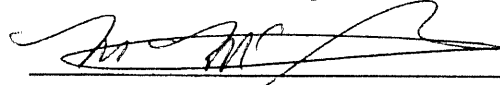
AWARDEE

(Syheita Rhoden)

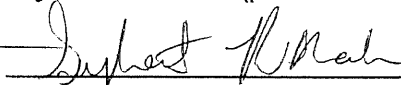


Witness Signature

By: Syheita Rhoden
Syheita Rhoden (printed name)



Witness Signature

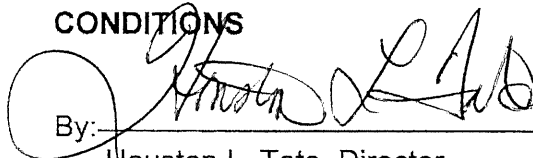


Syheita Rhoden (Signature)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: 

Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Syheita Rhoden

Project Title:

Neighborhood Identification Project

Area Location:

Project will be located in West Palm Beach, FL.

Project Description:

Procurement and installation of community banners on Sunterra-owned camera and light posts which will be visible from Belvedere Road & Fieldstone Way. This will enhance the ability to identify the Sunterra neighborhood located at 5754 Gysum Place, West Palm Beach, 33413.

Equipment to be purchased:

Banners
Hanging ropes

***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:

\$ 1,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Syheita Rhoden ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to South Palm Park Association, Inc. which consists of procurement and installation of community banners on Sunterra-owned camera and light posts which will be visible from Belvedere Road & Fieldstone Way. This will enhance the ability to identify the Sunterra neighborhood located at 5754 Gysum Place, West Palm Beach, 33413, hereinafter referred to as the "Neighborhood Identification Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

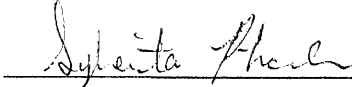
NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

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: Syheita Rhoden.

Name: Syheita Rhoden

Signature:  Date: 8/20/17

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: SYHEITA RHODEN

PROJECT DESCRIPTION:

Procurement and installation of community banners on Sunterra-owned camera and light posts which will be visible from Belvedere Road & Fieldstone Way. This will enhance the ability to identify the Sunterra neighborhood located at 5754 Gysum Place, West Palm Beach, 33413.


County funds requested: \$ 1,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Syheita Rhoden

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: _____



SIGNATURE OF REVIEWER
Jacqueline Binns

PRINT NAME

Property & Casualty Manager

TITLE OF REVIEWER

8/15/17

DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND LOXAHATCHEE GROVES
LANDOWNERS ASSOCIATION, INC. FOR THE NEIGHBORHOOD IDENTIFICATION
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, 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 59-2350906.

W I T N E S S E T H:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 9, 2017 to April 13, 2017; 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 the procurement and installation of four (4) bulletin boards throughout the community to announce upcoming meetings, hereinafter referred to as the "Neighborhood Identification Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood Identification 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 Neighborhood Identification Project; and

WHEREAS, implementation of AWARDEE's Neighborhood Identification 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 Neighborhood Identification Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDDEE:

Marge Herzog, President
Loxahatchee Groves Landowners Association, Inc.
966 A. Road
Loxahatchee, FL 33470

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:

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

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

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESSES:

AWARDEE

(Loxahatchee Groves Landowners Association, Inc.)

Sharon R. Bock By: *Marge Herzog*
Witness Signature Marge Herzog, President (printed name)
Kimberly Langston *Marge Herzog*
Witness Signature Marge Herzog (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

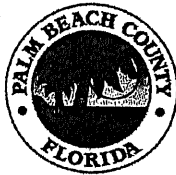


Exhibit "A"

**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:

Loxahatchee Groves Landowners Association, Inc.

Project Title:

Neighborhood Identification Project

Area Location:

Project will be located in Loxahatchee, FL.

Project Description:

Installation of four (4) bulletin boards throughout the community to announce upcoming meetings. Bulletin Boards will be placed at 140 Ave N.E. and 40th Street North, 6th Court North at "D" Road, Collecting Canal at Folsom, and Okeechobee Blvd West of Folsom.

Equipment to be purchased:

Wood
Hardware
Paint and painting supplies
Cinder blocks
Plants
Soil
Bulletin Board
Signs

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

County funds recommended:

\$ 2,400



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

EXHIBIT "C"

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____ Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Loxahatchee Groves Landowners Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Loxahatchee Groves Landowners Association, Inc. which consists of installation of four (4) bulletin boards throughout the community to announce upcoming meetings. Bulletin Boards will be placed at 140 Ave N.E. and 40th Street North, 6th Court North at "D" Road, Collecting Canal at Folsom, and Okeechobee Blvd West of Folsom, hereinafter referred to as the "Neighborhood Identification Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

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

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

Name of Legal Entity: Loxahatchee Groves Landowners Association, Inc.

Name: Marge Herzog, President

Signature: Marge Herzog

Date: 8/18/17

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

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

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

APPLICANT: LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION, INC.

PROJECT DESCRIPTION:

Installation of four (4) bulletin boards throughout the community to announce upcoming meetings. Bulletin Boards will be placed at 140 Ave N.E. and 40th Street North, 6th Court North at "D" Road, Collecting Canal at Folsom, and Okeechobee Blvd West of Folsom.

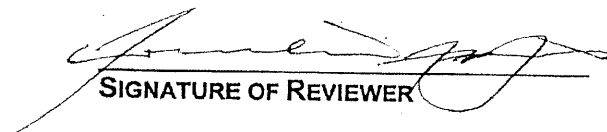
County funds requested: \$ 2,400

APPROVAL STATUS:

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

INSURANCE NEEDED: Yes ☒ No ☐

COMMENTS: _____


SIGNATURE OF REVIEWER

PRINT NAME Jacqueline Binns

~~Property & Casualty~~ Manager

8/15/17
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2017

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

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

PRODUCER Insurance Express.Com 2005 Vista ParkWay Suite 200 West Palm Beach FL 33411	CONTACT NAME: Maria Rodriguez PHONE (A/C, No, Ext): (561) 471-9813 FAX (A/C, No): (561) 471-9818 E-MAIL ADDRESS: becky@insuranceexpress.com
INSURED Loxahatchee Groves Land Owners Assoc Inc P.O. Box 96 Loxahatchee FL 33470	INSURER(S) AFFORDING COVERAGE INSURER A Auto-Owners Insurance Company NAIC # 18988 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER:CL1671408264 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		72527793	12/30/2016	12/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Karen Rocco/KAREN

Karen Rocco

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND RICARDO ROJAS FOR THE
SAFETY AND ENVIRONMENTAL 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 Ricardo Rodas, an individual, 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 9, 2017 to April 13, 2017; 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 procurement of items to bring beekeeping hives to a community garden to both increase youth awareness on the importance of bees in the environment and teach them how to become beekeepers, hereinafter referred to as the "Safety and Environmental Improvement Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed One Thousand Two Hundred Dollars (\$1,200.00) to help offset expenses toward AWARDEE's implementation of its Safety and Environmental Improvement Project; and

WHEREAS, implementation of AWARDEE's Safety and Environmental 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 One Thousand Two Hundred Dollars (\$1,200.00) to AWARDEE for reimbursement of costs related to the Safety and Environmental Improvement Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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 Two Hundred Dollars (\$1,200.00) 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. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement by the parties hereto. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDDEE:

Ricardo Rojas
826 Snowden Drive
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**

By: _____
Deputy Clerk

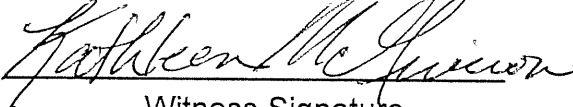
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Paulette Burdick, Mayor

WITNESSES:



Witness Signature




Witness Signature

AWARDEE

(Ricardo Rojas)

By: Ricardo Rojas
Ricardo Rojas (printed name)



Ricardo Rojas (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS



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



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Ricardo Rojas

Project Title:

Safety and Environmental Improvement Project

Area Location:

Project will be located in Lake Worth, FL.

Project Description:

Procurement of items to bring beekeeping hives to a community garden to both increase youth awareness on the importance of bees in the environment and teach them how to become beekeepers. Bee hives will be located at the Gray Mockingbird Community Gardens (2000 North D Street, Lake Worth, FL 33463).

Equipment to be purchased:

Hive Boxes
Frames
Fence Panel
4x4 Post
Cement bags
Rubber mulch
Plants
Honey Bees

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

County funds recommended:

\$ 1,200



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Ricardo Rojas ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Ricardo Rojas which consists of procurement of items to bring beekeeping hives to a community garden to both increase youth awareness on the importance of bees in the environment and teach them how to become beekeepers. Bee hives will be located at the Gray Mockingbird Community Gardens (2000 North D Street, Lake Worth, FL 33463), hereinafter referred to as the "Safety and Environmental Improvement Project"; which requires the Awardee to sign this Release and Hold Harmless Agreement.

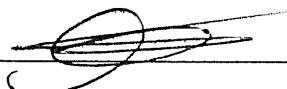
NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

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: Ricardo Rojas

Name: Ricardo Rojas

Signature:  _____

Date: 8/22/17

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: RICARDO ROJAS

PROJECT DESCRIPTION:

Procurement of items to bring beekeeping hives to a community garden to both increase youth awareness on the importance of bees in the environment and teach them how to become beekeepers. Bee hives will be located at the Gray Mockingbird Community Gardens (2000 North D Street, Lake Worth, FL 33463.

County funds requested: \$ 1,200


APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Ricardo Rojas.

INSURANCE NEEDED: YES ☐

NO ☒

COMMENTS: _____


SIGNATURE OF REVIEWER
Jacqueline Binns

PRINT NAME

Property & Casualty Manager

TITLE OF REVIEWER

8/15/17
DATE

AGREEMENT BETWEEN PALM BEACH COUNTY AND FLORAL PARK PROPERTY OWNERS' ASSOCIATION, INC. FOR THE NEIGHBORHOOD 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 Floral Park 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 59-2259689.

W I T N E S S E T H:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 9, 2017 to April 13, 2017; 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 the procurement and replacement of playground equipment in Floral Park located at 2890 Cambridge Road, Lake Worth, FL 33462, hereinafter referred to as the "Neighborhood Beautification Project"; and

WHEREAS, COUNTY has selected AWARDEE's Neighborhood 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 Neighborhood Beautification Project; and

WHEREAS, implementation of AWARDEE's Neighborhood 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 Neighborhood Beautification Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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 within eleven (11) months of execution of this Agreement by the parties hereto.

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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. If applicable, 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;
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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.

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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:

Norm Borchardt, President
Floral Park Property Owners' Association, Inc.
2773 Northside Drive
Lantana, FL 33462

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, *Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, *Section 2-421 - 2-440*, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:


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

By: _____
Deputy Clerk

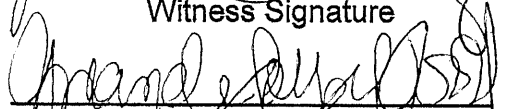
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Paulette Burdick, Mayor

WITNESSES:



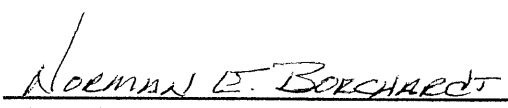
Witness Signature



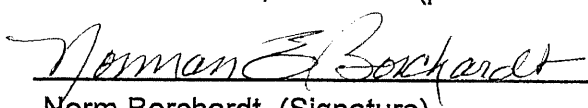
Witness Signature

AWARDEE

(Floral Park Property Owners' Association, Inc.)

By: 

Norm Borchardt, President (printed name)



Norm Borchardt, (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

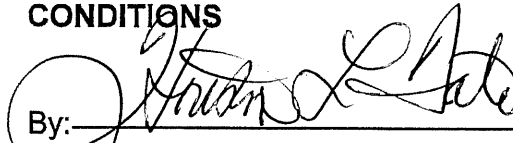

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Floral Park Property Owners' Association, Inc.

Project Title:

Neighborhood Beautification Project

Area Location:

Project will be located in Lake Worth, FL.

Project Description:

Procurement and replacement of playground equipment in Floral Park located at 2890 Cambridge Road, Lake Worth, FL 33462. The park is open to the public.

Equipment to be purchased:

Swings
Swing chains
Playground mulch
Slides
Climbing structure
Fence repair and replacement

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

County funds recommended:

\$ 5,000



Exhibit "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____

Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Floral Park Property Owners' Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Floral Park Property Owners' Association, Inc. which consists of procurement and replacement of playground equipment in Floral Park located at 2890 Cambridge Road, Lake Worth, FL 33462. The park is open to the public, hereinafter referred to as the "Neighborhood Organization and 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: Floral Park Property Owners' Association, Inc.

Name: Norm Borchardt, President

Signature:  Date: 8-16-17

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: FLORAL PARK PROPERTY OWNERS' ASSOCIATION, INC.

PROJECT DESCRIPTION:

Procurement and replacement of playground equipment in Floral Park located at 2890 Cambridge Road, Lake Worth, FL 33462. The park is open to the public.

County funds requested: \$ 5,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Floral Park Property Owners' Association, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: _____


SIGNATURE OF REVIEWER

PRINT NAME

Jacqueline Binns

TITLE OF REVIEWER

8/15/17
Property & Casualty Manager
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND WHISPERING PALMS
NEIGHBORHOOD ASSOCIATION, INC. FOR THE SAFETY AND ENVIRONMENTAL
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 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" and whose Federal Tax I.D. # is 81-1984429.

W I T N E S S E T H:

WHEREAS, AWARDEE, completed a five (5) week Resident's Education to Action Program (REAP) held by the COUNTY on March 9, 2017 to April 13, 2017; 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 procurement of materials for crime watch and community outreach, and installation of crime watch signs at entrances to, as well as exits from the Whispering Palms neighborhood, hereinafter referred to as the "Safety and Environmental Improvement Project"; and

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

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) to help offset expenses toward AWARDEE's implementation of its Safety and Environmental Improvement Project; and

WHEREAS, implementation of AWARDEE's Safety and Environmental 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 One Thousand Five Hundred Dollars (\$1,500.00) to AWARDEE for reimbursement of costs related to the Safety and Environmental Improvement Project, hereinafter referred to as the "Project", as set forth more specifically in Exhibit "A".

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 Five Hundred Dollars (\$1,500.00) 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 within 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 AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the COUNTY:

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

As to AWARDEE:

Erica Cooper Hadden, President
Whispering Palms Neighborhood Association, Inc.
1413 S. H Street
Lake Worth, FL 33460

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

28. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:

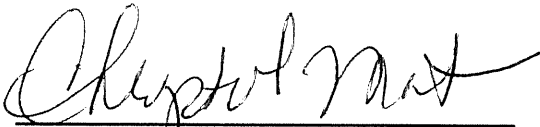
**SHARON R. BOCK, Clerk &
Comptroller**


By: _____
Deputy Clerk

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

By: _____
Paulette Burdick, Mayor

WITNESSES:

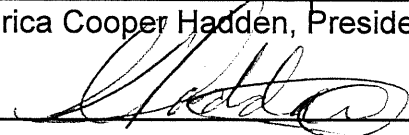


Witness Signature


Witness Signature

AWARDEE

(Whispering Palms Neighborhood Association, Inc.)

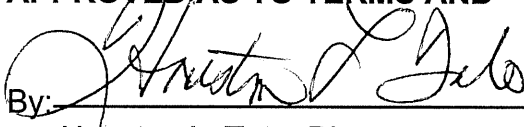
By: Erica Cooper-Hadden
Erica Cooper Hadden, President (printed name)


Erica Cooper Hadden (Signature)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 

Houston L. Tate, Director
Office of Community Revitalization

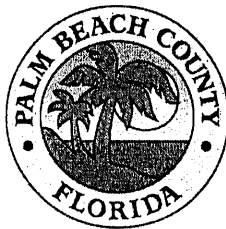


Exhibit "A"

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

SCOPE OF WORK

Applicant Name:

Whispering Palms Neighborhood Association, Inc.

Project Title:

Safety and Environmental Improvement Project

Area Location:

Project will be located in Lake Worth, FL.

Project Description:

Procurement of materials for crime watch and community outreach, and installation of crime watch signs at entrances to, as well as exits from the Whispering Palms neighborhood. All signs will be in the City of Lake Worth's ROW.

Equipment to be purchased:

Signs
Poles
Literature
Outreach Materials

***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:

\$ 1,500



**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

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

Date: _____

Contract number: _____

Project Name: _____

Project Coordinator: _____

Address: _____

Reason for request: _____

Vendor registration # _____

Amount being requested: \$ _____

Recipient of disbursed funds:

Name: _____

Address: _____

Telephone #: _____

Vendor registration # _____

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

Attach Contractor/Subcontractor Certificate of Insurance (if applicable)

Deliver / Mail to:

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to allow the _____ project presented by _____ to improve the neighborhood, which requires Volunteer assistance.

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

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

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

Name: _____ Date: _____

Signature: _____

If under age 18:

Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 2017, by Whispering Palm Neighborhood Association, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded an America's Next Top Neighborhood Grant ("Grant") to Whispering Palms Neighborhood Association, Inc. which consists of procurement of materials for crime watch and community outreach, and installation of crime watch signs at entrances to, as well as exits from the Whispering Palms neighborhood. All signs will be in the City of Lake Worth's ROW, hereinafter referred to as the "Safety and Environmental 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:

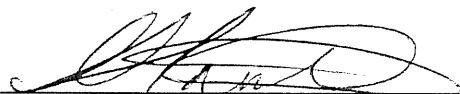
1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any 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: Whispering Palms Neighborhood Association, Inc.

Name: Erica Cooper Hadden, President

Signature: _____



Date: 8-17-17

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:

Procurement of materials for crime watch and community outreach, and installation of crime watch signs at entrances to, as well as exits from the Whispering Palms neighborhood. All signs will be in the City of Lake Worth's ROW.

County funds requested: \$ 1,500

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for Whispering Palms Neighborhood Association, Inc. a Florida not-for-profit corporation.

INSURANCE NEEDED: YES ☐ NO ☒

COMMENTS: _____


SIGNATURE OF REVIEWER

Jacqueline Binns

PRINT NAME

Property & Casualty Manager

TITLE OF REVIEWER

8/15/17
DATE