





(Continued from Page 1)

**Background and Justification:** By offering financial assistance, training, and technical support, the NEAT Grants Program enables residents to develop small collaborative grassroots community projects, and see their ideas through to completion. NEAT Grants are currently available for projects located within unincorporated Palm Beach County, CCRT areas, and the Glades region, including the municipalities of Belle Glade, South Bay, and Pahokee. The NEAT Grants Program provides reimbursable grants of up to \$10,000 per project to individuals, neighborhood-based groups and/or organizations for eligible projects and initiatives that promote neighborhood improvement, community identity, and community outreach and capacity building; help reenergize existing organizations and/or create new ones; and develop safe and healthy neighborhoods.

In June of this year, the NEAT Agency Review Committee—comprised of representatives from the Planning, Zoning and Building Department, Engineering, Land Development, Purchasing, Parks and Recreation, Emergency Management, the Palm Beach County Sheriff's Office, and Risk Management—was formed to review and recommend projects for funding. The NEAT Agency Review Committee evaluated and recommended for funding seventeen (17) of the eighteen (18) projects submitted for the NEAT FY2023 funding cycle. Seven (7) of the recommended projects were later withdrawn by the applicant. As a result, the committee is recommending the remaining ten (10) projects for funding in an amount totaling \$98,000. Applications submitted from the same organization were consolidated into one agreement. The projects will be completed in FY 2023 and consist of various activities within the nine (9) eligible categories listed below:

1. Neighborhood Beautification: Cleanup projects, landscape/aesthetic improvement projects, community gardens/benches, exterior painting on clusters of homes.
2. Neighborhood Identification Projects: Community banners, unified address plaques, and uniformed address numbers, and uniformed mailboxes.
3. Neighborhood Organizing and Sustainability: Projects promoting neighborhood unification, obtaining 501(c) (3) designation (incorporated groups only), newsletters, and community organizing events related to neighborhood revitalization.
4. Neighborhood Outreach and Capacity Building: Community bulletin boards, yard signs, newsletters, neighborhood-based events, and celebrations.
5. Public Safety and Crime Prevention: Crime watch projects and crime prevention events.
6. Community Gardens: Community Gardens, butterfly gardens, and community cookbooks.
7. Neighborhood Green Projects: Community tool exchange library, recycling events for electronics, appliances, etc., lake and canal improvements.
8. Emergency Preparedness: Creation of a neighborhood directory and neighborhood preparedness tool kits.
9. Other: Little Free Libraries, minor playground improvements, benches, gazebos, and pavilions.

Delegation of authority to the County Administrator or designee for approval of minor changes to scopes of work that don't exceed the awarded grant funding or change the overall intent of the grant will allow grantees to make minor adjustments to the projects' scope of work, if needed, without the need of BCC approval. Revisions to the program were needed to restrict funding to areas that are under OCR's purview, clarify applicants' eligibility requirements, and add other projects as eligible activities under the program. OCR staff is recommending BCC approval of the agreements, delegation of authority, and NEAT Grants Program revisions.

**FY2023 NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
RECOMMENDED PROJECTS FOR FUNDING**

#	District	Applicant	Project	Recommended Funding
1	1	<b>The Busch Wildlife Sanctuary, Inc.</b>	"Plant or Bird" Demonstration Garden Project - The project entails the purchase of native trees, plants and shrubs for birds and pollinators; purchase and installation of signage with information about the conservation of native plants and wildlife, and how community members can incorporate this concept into their own yards and neighborhood.	\$10,000.00
2	1	<b>Limestone Creek Advocates, inc.</b>	Neighborhood Emergency Project - The project entails the acquisition of two AED devices to retain in the Limestone Creek community for immediate emergencies, and procurement of professional CPR and device training services.	\$10,000.00
3	1	<b>Michael Mayweathers, an individual representing Limestone Creek Neighborhood</b>	Memorial Wall Project - The project entails the procurement of services and purchase of materials to install a memorial wall to add the names of all that are archived in the Mt. Carmel Baptist Church that were buried in unmarked graves without identification. This is one of the oldest burial grounds in northern Palm Beach County located on the grounds of the church.	\$10,000.00
4	6	<b>Student Aces, Inc.</b>	Butterfly Garden Project - The project entails the purchase of items and procurement of services to create a butterfly garden with picnic benches at the Student Aces Center to provide students in Belle Glade a safe space to address violent situations using self- regulation techniques and talks with mentors, peers, and additional support systems.	\$10,000.00
5	6	<b>The Glades Initiative, Inc.</b>	Resource Guide Project - The project entails the procurement of professional printing services for "The Glades Area Resource Guide," which provides information to residents and providers about programs and services offered in the Glades, and the purchase of tents for distribution and outreach events.	\$8,000.00
6	6	<b>City of Pahokee</b>	Park Repair Project - The project entails the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas and restrooms, and perform exterior pressure cleaning and painting.	\$10,000.00
7	6	<b>City of Pahokee</b>	Splash Pad Repair Project - The project entails the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park.	\$10,000.00
8	All	<b>Paint Your Heart Out Palm Beach County, Inc.</b>	Painting Project - The project entails the purchase of painting supplies and services to paint the exterior of qualified homes in CCRT areas.	\$10,000.00
9	All	<b>Paint Your Heart Out Palm Beach County, Inc.</b>	Home Beautification Project - The project entails the purchase of paint and painting supplies and services for home beautification.	\$10,000.00
10	All	<b>Rebuilding Together of the Palm Beaches, Inc.</b>	Home Repair Project - The project entails the purchase of items to make critical home repairs for low-income homeowners in CCRT neighborhoods.	\$10,000.00
			<b>TOTALS</b>	<b>\$98,000.00</b>



**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE BUSCH WILDLIFE SANCTUARY, INC.  
FOR THE  
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and The Busch Wildlife Sanctuary, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", whose Federal Tax I.D. # is 59-2379003.

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

**WHEREAS**, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, AWARDEE submitted a grant application for the Neighborhood Engagement and Transformation Grant, not to exceed Ten Thousand dollars (\$10,000) which consisted of the purchase of items for a "Plant for Bird" demonstration garden, which will include native trees, plants and shrubs for birds and pollinators; purchase and installation of signage with information about the conservation of native plants and wildlife, as well as how community members can incorporate this concept into their own yards and neighborhood is hereinafter referred to as the "Neighborhood Outreach Project" or the "Project"; and

**WHEREAS**, COUNTY has selected AWARDEE'S Neighborhood Outreach Project to receive funding for implementation; and

**WHEREAS**, COUNTY desires to provide AWARDEE an amount not to exceed \$10,000 to help offset expenses toward AWARDEE'S implementation of its Neighborhood Outreach Project; and

**WHEREAS**, implementation of AWARDEE'S Neighborhood Outreach Project, serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

**ARTICLE 1 – INCORPORATION OF RECITALS**

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

**ARTICLE 2 – SERVICES**

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit “A,” attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

**ARTICLE 3 – SCHEDULE**

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

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.

**ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS**

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Outreach Project, as set forth more specifically in Exhibit “A.”
- B. AWARDDEE hereby authorizes COUNTY to make 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 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 TEN THOUSAND \$10,000 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. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. 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:
  - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;

2. 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.
  3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. 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 in its sole discretion, 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.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

#### **ARTICLE 5 – COUNTY'S RIGHT TO INSPECT**

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.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES**

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

## **ARTICLE 8 – TERMINATION**

The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY may 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.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) 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 above.

## **ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE'S sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

## **ARTICLE 10 - INSURANCE**

- A. 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.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
  - 1. Workers' Compensation coverage in accordance with Florida Statutes, and

2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. 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.
- D. The AWARDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed "NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM" attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDEE under paragraph B of this Article.

#### **ARTICLE 11 - INDEMNIFICATION**

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDEE.

#### **ARTICLE 12 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

#### **ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS**

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is

attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

**ARTICLE 14 - ACCESS AND AUDITS**

The AWARDDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDDEE'S place of business.

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.

**ARTICLE 15 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDDEE retaliate against any person for reporting instances of such discrimination. The AWARDDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDDEE understands and agrees that a material violation of this clause shall be considered

a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDDEE shall include this language in its subcontracts.

#### **ARTICLE 16 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDDEE of the COUNTY'S notification of a contemplated change, the AWARDDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDDEE shall not commence work on any such change until such written amendment is signed by the AWARDDEE and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 18 - NOTICE**

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**If sent to COUNTY:**  
Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Director  
2300 North Jog Road  
West Palm Beach, Florida 33411

**If sent to AWARDEE:**  
Amy J. Kight, Executive Director  
The Busch Wildlife Sanctuary, Inc.  
2500 Jupiter Park Drive  
Jupiter, FL 33458

#### **ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS**

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.

#### **ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

#### **ARTICLE 21 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.



- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
  
- D. Upon completion of Agreement, the AWARDDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDDEE keeps and maintains public records upon completion of Agreement, the AWARDDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

**IF THE AWARDDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680."**

**ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AWARDDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

**ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or

circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDDEE shall execute by manual means only, unless the Agreement provides otherwise.

*Remainder of Page Left Blank Intentionally*

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk & Comptroller**


**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

**WITNESSES:**

**AWARDEE**  
**(The Busch Wildlife Sanctuary, Inc.)**

  
\_\_\_\_\_  
Witness Signature


By:   
\_\_\_\_\_  
Amy J. Kight, Executive Director (Signature)

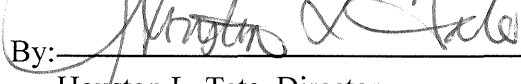
Lisa Wynne  
\_\_\_\_\_  
Name (type or print)

Amy J. Kight, Executive Director  
\_\_\_\_\_  
(Name)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By:  11/20/22  
\_\_\_\_\_  
County Attorney

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



**Exhibit "A"**

**Palm Beach County  
Office of Community Revitalization  
Neighborhood Engagement and Transformation (NEAT) Grants Program**

**SCOPE OF WORK**

**Applicant Name:**

The Busch Wildlife Sanctuary, Inc.

**Project Category:**

Community Outreach

**Area Location:**

Jupiter

**Project Description:** This project entails the purchase of items for a "Plant for Bird" demonstration garden. The garden will include native trees, plants and shrubs for birds and pollinators. The garden will also include signage with information about the conservation of native plants and wildlife, and how community members can incorporate this concept into their own yards and neighborhood.

**Items/Services to be procured:** Trees, plants, stones, planting materials, gardening supplies, equipment, signage, and any other items needed for project implementation. Materials and labor are included.

**\*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:**

**\$10,000**



**EXHIBIT "B"**

**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
CONTRACT PAYMENT REQUEST FORM**

DATE: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

PROJECT COORDINATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

REQUESTED ITEMS: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_ AMOUNT BEING REQUESTED: \$ \_\_\_\_\_

**RECIPIENT OF DISBURSED FUNDS:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

**ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)**

**ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)**

**EMAIL TO: [CMATHEWS@PBCGOV.ORG](mailto:cmathews@pbcgov.org) OR DELIVER / MAIL TO:**

CRYSTAL MATHEWS, SENIOR PLANNER  
OFFICE OF COMMUNITY REVITALIZATION  
2300 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411

FOR FINANCIAL INFORMATION REGARDING YOUR NEAT GRANT PROJECT, PLEASE CALL

**EXHIBIT "C-1"**

**AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this 20 day of October, 2022, by The Busch Wildlife Sanctuary, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to The Busch Wildlife Sanctuary, Inc. which consists of the purchase of items for a "Plant for Bird" demonstration garden. The garden will include native trees, plants and shrubs for birds and pollinators. The garden will also include signage with information about the conservation of native plants and wildlife, and how community members can incorporate this concept into their own yards and neighborhood, hereinafter referred to as the "Neighborhood Outreach Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

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

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

Name of Legal Entity: The Busch Wildlife Sanctuary, Inc.

Name: Amy J. Kight, Executive Director

Signature: 

Date: 10/20/22

**VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the \_\_\_\_\_ ("project name") project presented by \_\_\_\_\_ ("awardee name") 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: \_\_\_\_\_

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
INSURANCE VERIFICATION FORM**

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

**APPLICANT:** THE BUSCH WILDLIFE SANCTUARY, INC.

**PROJECT DESCRIPTION:**

This project entails the purchase of items for a "Plant for Bird" demonstration garden. The garden will include native trees, plants and shrubs for birds and pollinators. The garden will also include signage with information about the conservation of native plants and wildlife, and how community members can incorporate this concept into their own yards and neighborhood.

**County Funds Requested:** \$ 10,000

**APPROVAL STATUS:**

Risk Management ~~agrees~~/does not agree to waive the "insurance requirement" for The Busch Wildlife Sanctuary, Inc. a Florida not-for-profit corporation.

**INSURANCE NEEDED:** YES  NO

**COMMENTS:** \_\_\_\_\_

Elizabeth Plaska  
SIGNATURE OF REVIEWER

Property Casualty & Cr. Claims Mgr  
TITLE OF REVIEWER

ELIZABETH PLASKA  
PRINT NAME

9/20/2022  
DATE



**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND LIMESTONE CREEK ADVOCATES, INC.  
FOR THE  
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Limestone Creek Advocates, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", whose Federal Tax I.D. # is 81-3073412.

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

**WHEREAS**, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, AWARDEE submitted a grant application for the Neighborhood Engagement and Transformation Grant, not to exceed Ten Thousand dollars (\$10,000) which consisted of the purchase or lease of two AED devices to retain in the Limestone Creek community for immediate emergencies, and procurement of professional CPR and device training services, hereinafter referred to collectively as the "Neighborhood Outreach Project" or the "Project"; and

**WHEREAS**, COUNTY has selected AWARDEE'S Neighborhood Outreach Project to receive funding for implementation; and

**WHEREAS**, COUNTY desires to provide AWARDEE an amount not to exceed \$10,000 to help offset expenses toward AWARDEE'S implementation of its Neighborhood Outreach Project; and

**WHEREAS**, implementation of AWARDEE'S Neighborhood Outreach Project, serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

**ARTICLE 1 – INCORPORATION OF RECITALS**

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

**ARTICLE 2 – SERVICES**

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, whether or not included in this Agreement.

### **ARTICLE 3 – SCHEDULE**

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

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.

### **ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS**

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Outreach Project, as set forth more specifically in Exhibit “A.”
- B. AWARDDEE hereby authorizes COUNTY to make 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 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 TEN THOUSAND \$10,000 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. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. 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:
  - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;
  - 2. 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.

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.

3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. 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 in its sole discretion, 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.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

#### **ARTICLE 5 – COUNTY'S RIGHT TO INSPECT**

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.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES**

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

#### **ARTICLE 8 – TERMINATION**

The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the COUNTY may provide AWARDEE 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.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) 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 above.

**ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE'S sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

**ARTICLE 10 - INSURANCE**

- A. 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.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
  - 1. Workers’ Compensation coverage in accordance with Florida Statutes, and
  - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. 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.

- D. The AWARDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed "NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM" attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDEE under paragraph B of this Article.

#### **ARTICLE 11 - INDEMNIFICATION**

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDEE.

#### **ARTICLE 12 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

#### **ARTICLE 13 - RELEASES AND HOLD HARMLESS AGREEMENTS**

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

#### **ARTICLE 14 - ACCESS AND AUDITS**

The AWARDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE'S place of business.

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.

#### **ARTICLE 15 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDEE retaliate against any person for reporting instances of such discrimination. The AWARDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDEE shall include this language in its subcontracts.

#### **ARTICLE 16 - PUBLIC ENTITY CRIMES**

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

**ARTICLE 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDDEE of the COUNTY'S notification of a contemplated change, the AWARDDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDDEE shall not commence work on any such change until such written amendment is signed by the AWARDDEE and approved and executed on behalf of Palm Beach County.

**ARTICLE 18 - NOTICE**

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**If sent to COUNTY:**

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

**If sent to AWARDDEE:**

Valerie Brooks, President  
Limestone Creek Advocates, Inc.  
P.O. Box 134  
Jupiter, FL 33458

**ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS**

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.

## **ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

## **ARTICLE 21 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDEE transfers all



public records to the COUNTY upon completion of Agreement, the AWARDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDEE keeps and maintains public records upon completion of Agreement, the AWARDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

**IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680."**

#### **ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AWARDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The

COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

*Remainder of Page Left Blank Intentionally*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk & Comptroller**


**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**


By: \_\_\_\_\_  
Deputy Clerk

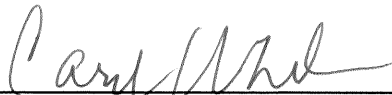
By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

**WITNESSES:**

**AWARDEE  
(Limestone Creek Advocates, Inc.)**

  
\_\_\_\_\_  
Witness Signature

By:   
\_\_\_\_\_  
Valerie Brooks, President (Signature)

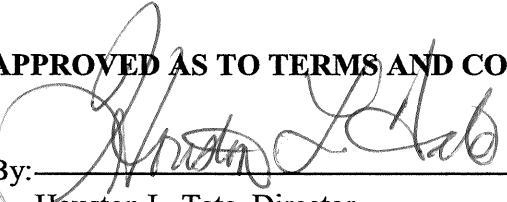
  
\_\_\_\_\_  
Name (type or print) --

\_\_\_\_\_  
Valerie Brooks, President  
(Name)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By:  11/30/22  
\_\_\_\_\_  
County Attorney

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



**Exhibit "A"**

**Palm Beach County  
Office of Community Revitalization  
Neighborhood Engagement and Transformation (NEAT) Grants Program**

**SCOPE OF WORK**

**Applicant Name:**

Limestone Creek Advocates, Inc.

**Project Category:**

Community Outreach

**Area Location:**

Jupiter

**Project Description:** This project entails the purchase or lease of two AED devices to retain in the Limestone Creek community for immediate emergencies, and procurement of professional CPR and device training services.

**Items/Services to be procured:** AED machines and accessories, batteries, mounting, emergency supplies, quick response kit, signage for mounting, Professional AED, BLS/CPR and blood borne pathogen training, as well as other items or services needed for project implementation. Materials and labor are included.

**\*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:**

**\$10,000**



**EXHIBIT "B"**

**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
CONTRACT PAYMENT REQUEST FORM**

DATE: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

PROJECT COORDINATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

REQUESTED ITEMS: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_ AMOUNT BEING REQUESTED: \$ \_\_\_\_\_

**RECIPIENT OF DISBURSED FUNDS:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

**ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)**

**ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)**

**EMAIL TO: [CMATHEWS@PBCGOV.ORG](mailto:cmathews@pbcgov.org) OR 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 NEAT GRANT PROJECT, PLEASE CALL

BRANDON WHITE AT 233-5022.

**AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this 20 day of October, 2022, by Limestone Creek Advocates, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to Limestone Creek Advocates, Inc. which entails the purchase or lease of two AED devices to retain in the Limestone Creek community for immediate emergencies, and procurement of professional CPR and device training services, hereinafter referred to as the "Neighborhood Outreach Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

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

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

Name of Legal Entity: Limestone Creek Advocates, Inc.

Name: Valerie Brooks, President

Signature: V. Brooks

Date: 10/20/2022

**EXHIBIT "C-2"**

**VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the \_\_\_\_\_ ("project name") project presented by \_\_\_\_\_ ("awardee name") 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: \_\_\_\_\_

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
INSURANCE VERIFICATION FORM**

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

**APPLICANT:** LIMESTONE CREEK ADVOCATES, INC.

**PROJECT DESCRIPTION:**

The project entails the purchase or lease of two AED devices to retain in the Limestone Creek community for immediate emergencies, and procurement of professional CPR and device training services.

**County Funds Requested:**                      \$ 10,000

**APPROVAL STATUS:**

Risk Management agrees/does not agree to waive the "insurance requirement" for Limestone Creek Advocates, Inc. a Florida not-for-profit corporation.

**INSURANCE NEEDED:**    YES                       NO

**COMMENTS:** \_\_\_\_\_

Elizabeth Plaska  
SIGNATURE OF REVIEWER

Property Casualty & Loss Claims Mgr  
TITLE OF REVIEWER

ELIZABETH PLASKA  
PRINT NAME

9/20/2022  
DATE



**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND MICHAEL MAYWEATHERS  
FOR THE  
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Michael Mayweathers, an individual representing Limestone Creek community, hereinafter referred to as "AWARDEE".

In consideration of the mutual promises contained herein, the COUNTY and the AWARDDEE agree as follows:

**WHEREAS**, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, AWARDDEE submitted a grant application for the Neighborhood Engagement and Transformation Grant, not to exceed Ten Thousand dollars (\$10,000) which consisted of the procurement of services and purchase of materials to install a memorial wall to commemorate all of the residents archived in the Mt. Carmel Baptist Church that were buried in unmarked historical graves in one of the oldest burial grounds in Palm Beach County, hereinafter referred to collectively as the "Neighborhood Outreach Project" or the "Project"; and

**WHEREAS**, COUNTY has selected AWARDDEE'S Neighborhood Outreach Project to receive funding for implementation; and

**WHEREAS**, COUNTY desires to provide AWARDDEE an amount not to exceed \$10,000 to help offset expenses toward AWARDDEE'S implementation of its Neighborhood Outreach Project; and

**WHEREAS**, implementation of AWARDDEE'S Neighborhood Outreach Project, serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

**ARTICLE 1 – INCORPORATION OF RECITALS**

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

**ARTICLE 2 – SERVICES**

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit "A," attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

### **ARTICLE 3 – SCHEDULE**

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

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.

### **ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS**

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Outreach Project, as set forth more specifically in Exhibit "A."
- B. AWARDDEE hereby authorizes COUNTY to make 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 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 TEN THOUSAND \$10,000 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. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. 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:
  - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;
  - 2. 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.

3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. 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 in its sole discretion, 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.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

#### **ARTICLE 5 – COUNTY'S RIGHT TO INSPECT**

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.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES**

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

#### **ARTICLE 8 – TERMINATION**

The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY may 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.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) 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 above.

#### **ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE'S sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

#### **ARTICLE 10 - INSURANCE**

- A. 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.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
  - 1. Workers' Compensation coverage in accordance with Florida Statutes, and
  - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. 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.

- D. The AWARDDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed "NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM" attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDDEE under paragraph B of this Article.

#### **ARTICLE 11 - INDEMNIFICATION**

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDDEE.

#### **ARTICLE 12 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

#### **ARTICLE 13 - RELEASES AND HOLD HARMLESS AGREEMENTS**

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

#### **ARTICLE 14 - ACCESS AND AUDITS**

The AWARDDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or

termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDDEE'S place of business.

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.

#### **ARTICLE 15 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDDEE retaliate against any person for reporting instances of such discrimination. The AWARDDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDDEE shall include this language in its subcontracts.

#### **ARTICLE 16 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDDEE of the COUNTY'S notification of a contemplated change, the AWARDDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDDEE shall not commence work on any such change until such written amendment is signed by the AWARDDEE and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 18 - NOTICE**

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**If sent to COUNTY:**

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

**If sent to AWARDDEE:**

Michael Mayweathers  
6823 Church Street  
Jupiter, FL 33458

#### **ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS**

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.

#### **ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

#### **ARTICLE 21 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDEE keeps and maintains public



records upon completion of Agreement, the AWARDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

**IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."**

#### **ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AWARDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

*Remainder of Page Left Blank Intentionally*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDDEE has hereunto set its hand the day and year above written.

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk & Comptroller**


**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

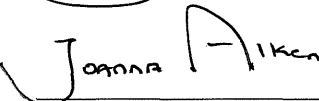
By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

**WITNESSES:**

**AWARDEE**  
**(Michael Mayweathers)**

  
\_\_\_\_\_  
Witness Signature

By:   
\_\_\_\_\_  
Michael Mayweathers (Signature)

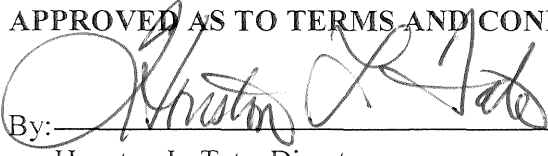
  
\_\_\_\_\_  
Name (type or print)

Michael Mayweathers  
(Name)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By:  11/30/22  
\_\_\_\_\_  
County Attorney

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



**Exhibit "A"**

**Palm Beach County  
Office of Community Revitalization  
Neighborhood Engagement and Transformation (NEAT) Grants Program**

**SCOPE OF WORK**

**Applicant Name:**

Michael Mayweathers

**Project Category:**

Community Outreach

**Area Location:**

Jupiter

**Project Description:** This project entails of the procurement of services and purchase of materials to install a memorial wall to commemorate all of the residents archived in the Mt. Carmel Baptist Church that were buried in unmarked historical graves in one of the oldest burial grounds in Palm Beach County.

**Items/Services to be procured:** Monument Stone purchase and professional installation, as well as other items or services needed for project implementation. Materials and labor are included.

**\*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:**

**\$10,000**



EXHIBIT "B"

PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION

NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
CONTRACT PAYMENT REQUEST FORM

DATE: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

PROJECT COORDINATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

REQUESTED ITEMS: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_ AMOUNT BEING REQUESTED: \$ \_\_\_\_\_

RECIPIENT OF DISBURSED FUNDS:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)

ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)

EMAIL TO: [CMATHEWS@PBCGOV.ORG](mailto:cmathews@pbcgov.org) OR 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 NEAT GRANT PROJECT, PLEASE CALL

BRANDON WHITE AT 233-5022.

**AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this 18<sup>th</sup> day of October, 2022, by Michael Mayweathers, an individual representing Limestone Creek community ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to Michael Mayweathers which consist of the procurement of services and purchase of materials to install a memorial wall to commemorate all of the residents archived in the Mt. Carmel Baptist Church that were buried in unmarked historical graves in one of the oldest burial grounds in Palm Beach County, hereinafter referred to as the "Neighborhood Outreach Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.


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

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

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

Name of Legal Entity: Michael Mayweathers

Name: Michael Mayweathers

Signature: 

Date: 10/18/22

**EXHIBIT "C-2"**

**VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the \_\_\_\_\_ ("project name") project presented by \_\_\_\_\_ ("awardee name") 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: \_\_\_\_\_

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION  
(NEAT) GRANTS PROGRAM  
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: MICHAEL MAYWEATHERS

**PROJECT DESCRIPTION:**

This project entails the procurement of services and purchase of materials to install a memorial wall to commemorate all of the residents archived in the Mt. Carmel Baptist Church that were buried in unmarked historical graves in one of the oldest burial grounds in Palm Beach County.

County funds requested:        \$ 10,000

**APPROVAL STATUS:**

Risk Management agrees/does not agree to waive the "insurance requirement" for Michael Mayweathers.

INSURANCE NEEDED:   YES                       No

COMMENTS: \_\_\_\_\_

Elizabeth Plaska  
SIGNATURE OF REVIEWER

Property Casualty & Ins. Claims Mgr  
TITLE OF REVIEWER

ELIZABETH PLASKA  
PRINT NAME

9/20/2022  
DATE



**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND STUDENT ACES, INC.  
FOR THE  
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Student Aces, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", whose Federal Tax I.D. # is 46-3081102.

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

**WHEREAS**, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, AWARDEE submitted a grant application for the Neighborhood Engagement and Transformation Grant, not to exceed Ten Thousand dollars (\$10,000) which consisted of the purchase of items and procurement of services to create a butterfly garden with picnic benches at the Student Aces Center to provide students in Belle Glade a safe space to address violent situations using self- regulation techniques and talks with mentors, peers, and additional support systems, referred to as the "Neighborhood Beautification Project" or the "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 \$10,000 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:

**ARTICLE 1 – INCORPORATION OF RECITALS**

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

**ARTICLE 2 – SERVICES**

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, whether or not included in this Agreement.

**ARTICLE 3 – SCHEDULE**

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

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.

**ARTICLE 4 – PAYMENTS TO AWARDEE AND VENDORS**

- A. COUNTY agrees to reimburse the AWARDEE for the costs associated to the Neighborhood Beautification Project, as set forth more specifically in Exhibit “A.”
- B. AWARDEE hereby authorizes COUNTY to make 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 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 TEN THOUSAND \$10,000 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. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. 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:
  - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;

2. 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.
  3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. 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 in its sole discretion, 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.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

#### **ARTICLE 5 – COUNTY'S RIGHT TO INSPECT**

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.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES**

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

**ARTICLE 8 – TERMINATION**

The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY may 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.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) 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 above.

**ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE'S sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

**ARTICLE 10 - INSURANCE**

- A. 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.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
  - 1. Workers' Compensation coverage in accordance with Florida Statutes, and

2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. 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.

#### **ARTICLE 11 - INDEMNIFICATION**

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDEE.

#### **ARTICLE 12 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

#### **ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS**

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

#### **ARTICLE 14 - ACCESS AND AUDITS**

The AWARDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or

termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE'S place of business.

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.

#### **ARTICLE 15 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDEE retaliate against any person for reporting instances of such discrimination. The AWARDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDEE shall include this language in its subcontracts.

**ARTICLE 16 - PUBLIC ENTITY CRIMES**

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

**ARTICLE 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDDEE of the COUNTY'S notification of a contemplated change, the AWARDDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDDEE shall not commence work on any such change until such written amendment is signed by the AWARDDEE and approved and executed on behalf of Palm Beach County.

**ARTICLE 18 - NOTICE**

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**If sent to COUNTY:**  
Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Director  
2300 North Jog Road  
West Palm Beach, Florida 33411

**If sent to AWARDDEE:**  
Rebecca Tucker  
Student Aces, Inc.  
7750 Arbor Crest Way  
Palm Beach Gardens, FL 33412

**ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS**

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.

**ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

**ARTICLE 21 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDEE unless notified by COUNTY'S



representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDDEE keeps and maintains public records upon completion of Agreement, the AWARDDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

**IF THE AWARDDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680."**

#### **ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AWARDDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 24 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

*Remainder of Page Left Blank Intentionally*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk & Comptroller**

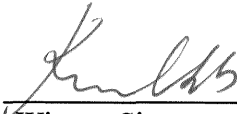
**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**


By: \_\_\_\_\_  
Deputy Clerk

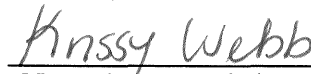
By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

**WITNESSES:**

**AWARDEE  
(Student Aces, Inc.)**

  
\_\_\_\_\_  
Witness Signature

By:   
\_\_\_\_\_  
Rebecca Tucker (Signature)

  
\_\_\_\_\_  
Name (type or print)

Rebecca Tucker  
\_\_\_\_\_  
(Name)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By:  11/30/02  
\_\_\_\_\_  
County Attorney


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





EXHIBIT "B"

PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION

NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
CONTRACT PAYMENT REQUEST FORM

DATE: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

PROJECT COORDINATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

REQUESTED ITEMS: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_ AMOUNT BEING REQUESTED: \$ \_\_\_\_\_

RECIPIENT OF DISBURSED FUNDS:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)

ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)

EMAIL TO: [CMATHEWS@PBCGOCV.ORG](mailto:CMATHEWS@PBCGOCV.ORG) OR 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 NEAT GRANT PROJECT, PLEASE CALL

BRANDON WHITE AT 233-5022.

**EXHIBIT "C-1"**

**AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Student Aces, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to Student Aces, Inc. which entails the purchase of items and procurement of services to create a butterfly garden with picnic benches at the Student Aces Center to provide students in Belle Glade a safe space to address violent situations using self- regulation techniques and talks with mentors, peers, and additional support systems, referred to as the "Neighborhood Beautification Project," which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

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

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

Name of Legal Entity: Student Aces, Inc.

Name: Rebecca Tucker

Signature: *Rebecca Tucker*

Date: 10/21/22

**EXHIBIT "C-2"**

**VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the \_\_\_\_\_ ("project name") project presented by \_\_\_\_\_ ("awardee name") 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: \_\_\_\_\_

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION  
(NEAT) GRANTS PROGRAM  
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:** STUDENT ACES, INC.

**PROJECT DESCRIPTION:**

This project entails the purchase of items and procurement of services to create a butterfly garden with picnic benches at the Student Aces Center. This project will provide the students in Belle Glade a safe space to address violent situations using self-regulation techniques and talk with mentors, peers, and additional support systems.

**County funds requested:**            \$ 10,000

**APPROVAL STATUS:**

Risk Management ~~agrees~~ <sup>does not agree</sup> to waive the "insurance requirement" for Student Aces, Inc. a Florida not-for-profit corporation.

**INSURANCE NEEDED:**    Yes                       No

**COMMENTS:** \_\_\_\_\_

Elizabeth Plaska  
SIGNATURE OF REVIEWER

ELIZABETH PLASKA  
PRINT NAME

Property Casualty Ins. Claims Mgr  
TITLE OF REVIEWER

10/31/2022  
DATE



**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE GLADES INITIATIVE, INC.  
FOR THE  
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and The Glades Initiative, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", whose Federal Tax I.D. # is 01-0733180.

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

**WHEREAS**, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, AWARDEE submitted a grant application for the Neighborhood Engagement and Transformation Grant, not to exceed Eight Thousand dollars (\$8,000) which consisted of the procurement of professional printing services for "The Glades Area Resource Guide" which provides information to residents and providers about programs and services offered in the Glades, and the purchase of tents for distribution and outreach events, hereinafter referred to as the "Neighborhood Outreach Project" or the "Project"; and

**WHEREAS**, COUNTY has selected AWARDEE'S Neighborhood Outreach Project to receive funding for implementation; and

**WHEREAS**, COUNTY desires to provide AWARDEE an amount not to exceed \$8,000 to help offset expenses toward AWARDEE'S implementation of its Neighborhood Outreach Project; and

**WHEREAS**, implementation of AWARDEE'S Neighborhood Outreach Project, serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

**ARTICLE 1 – INCORPORATION OF RECITALS**

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

**ARTICLE 2 – SERVICES**

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit “A,” attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

**ARTICLE 3 – SCHEDULE**

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

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.

**ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS**

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Outreach Project, as set forth more specifically in Exhibit “A.”
- B. AWARDDEE hereby authorizes COUNTY to make 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 within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE’s satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed EIGHT THOUSAND \$8,000 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. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. 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:
  - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;

2. 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.
  3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. 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 in its sole discretion, 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.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

#### **ARTICLE 5 – COUNTY'S RIGHT TO INSPECT**

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.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES**

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

## **ARTICLE 8 – TERMINATION**

The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY may 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.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) 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 above.

## **ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE'S sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

## **ARTICLE 10 - INSURANCE**

- A. 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.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
  - 1. Workers' Compensation coverage in accordance with Florida Statutes, and

2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. 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.
- D. The AWARDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed "NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM" attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDEE under paragraph B of this Article.

#### **ARTICLE 11 - INDEMNIFICATION**

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDEE.

#### **ARTICLE 12 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

#### **ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS**

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is

attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

#### **ARTICLE 14 - ACCESS AND AUDITS**

The AWARDDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDDEE'S place of business.

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.

#### **ARTICLE 15 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDDEE retaliate against any person for reporting instances of such discrimination. The AWARDDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

The AWARDDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDDEE shall include this language in its subcontracts.

#### **ARTICLE 16 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDDEE of the COUNTY'S notification of a contemplated change, the AWARDDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDDEE shall not commence work on any such change until such written amendment is signed by the AWARDDEE and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 18 - NOTICE**

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**If sent to COUNTY:**  
Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Director  
2300 North Jog Road  
West Palm Beach, Florida 33411

**If sent to AWARDEE:**  
Karis Engle, President/CEO  
The Glades Initiative, Inc.  
149 SE Avenue D  
Belle Glade, FL 33430

## **ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS**

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.

## **ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

## **ARTICLE 21 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.



- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDDEE keeps and maintains public records upon completion of Agreement, the AWARDDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

**IF THE AWARDDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680."**

**ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AWARDDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

**ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or

circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

*Remainder of Page Left Blank Intentionally*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk & Comptroller**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

**WITNESSES:**

**AWARDEE**  
**(The Glades Initiative, Inc.)**

Adamee Gaio  
Witness Signature

By: Karis Engle  
Karis Engle, President/CEO (Signature)

Adamaris Garcia  
Name (type or print)

Karis Engle, President/CEO  
(Name)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: [Signature] 11/30/22  
County Attorney

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



**Exhibit "A"**

**Palm Beach County  
Office of Community Revitalization  
Neighborhood Engagement and Transformation (NEAT) Grants Program**

**SCOPE OF WORK**

**Applicant Name:**

The Glades Initiative, Inc.

**Project Category:**

Neighborhood Outreach

**Area Location:**

Glades Region

**Project Description:** The project entails the procurement of professional printing services for "The Glades Area Resource Guide" which provides information to residents and providers about programs and services offered in the Glades, and purchase of tents for distribution and outreach events.

**Items/Services to be procured:** Professional printing services, and purchase of tents and other items that may be needed for project implementation.

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

**County funds recommended:**

**\$8,000**



**EXHIBIT "B"**

**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
CONTRACT PAYMENT REQUEST FORM**

**DATE:** \_\_\_\_\_ **CONTRACT NUMBER:** \_\_\_\_\_

**ORGANIZATION NAME:** \_\_\_\_\_

**PROJECT COORDINATOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**REQUESTED ITEMS:** \_\_\_\_\_

**VENDOR REGISTRATION #** \_\_\_\_\_ **AMOUNT BEING REQUESTED: \$** \_\_\_\_\_

**RECIPIENT OF DISBURSED FUNDS:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

**VENDOR REGISTRATION #** \_\_\_\_\_

**CLICK HERE FOR VENDOR #** [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

**ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)**

**ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)**

**EMAIL TO:** [CMATHEWS@PBCGOCV.ORG](mailto:CMATHEWS@PBCGOCV.ORG) **OR 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 NEAT GRANT PROJECT, PLEASE CALL**

**BRANDON WHITE AT 233-5022.**

**EXHIBIT "C-1"**

**AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by The Glades Initiative, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to The Glades Initiative, Inc. which entails the procurement of professional printing services for "The Glades Area Resource Guide" which provides information to residents and providers about programs and services offered in the Glades, and the purchase of tents for distribution and outreach events, hereinafter referred to as the "Neighborhood Outreach Project," which requires the Awardee to sign this Release and Hold Harmless Agreement.


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

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

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

Name of Legal Entity: The Glades Initiative, Inc.

Name: Karis Engle, President/CEO

Signature: 

Date: 9/20/22

**EXHIBIT "C-2"**

**VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the \_\_\_\_\_ ("project name") project presented by \_\_\_\_\_ ("awardee name") 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: \_\_\_\_\_

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION  
(NEAT) GRANTS PROGRAM  
INSURANCE VERIFICATION FORM**

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

**APPLICANT:** THE GLADES INITIATIVE, INC.

**PROJECT DESCRIPTION:**

The project entails the procurement of professional printing services for "The Glades Area Resource Guide" which provides information to residents and providers about programs and services offered in the Glades, and the purchase of tents for distribution and outreach events.

**County funds requested:**            \$ 8,000

**APPROVAL STATUS:**

Risk Management agrees/does not agree to waive the "insurance requirement" for The Glades Initiative, Inc. a Florida not-for-profit corporation.

**INSURANCE NEEDED:**    Yes                       No

**COMMENTS:** \_\_\_\_\_

Elizabeth Plaska  
SIGNATURE OF REVIEWER

Property Casualty Ins. Claims Mgr  
TITLE OF REVIEWER

ELIZABETH PLASKA  
PRINT NAME

10/31/2022  
DATE



RESOLUTION 2022 - 48

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING TWO NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANTS (NEAT) IN THE TOTAL AMOUNT OF TWENTY THOUSAND (\$20,000,00) FOR MLK AND COMMISSIONERS PARK IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Pahokee, Florida desires to accept two Neighborhood Engagement and Transformation (NEAT) grants awards from the from the Palm Beach County Office of Community Revitalization for park improvements at MLK Park and Commissioners Park; and

**WHEREAS**, NEAT Grant applications were submitted by the City and grants have been awarded a total amount of Twenty Thousand dollars (\$20,000) consisting of: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000); and

**WHEREAS**, the City Commission has determined that accepting the NEAT grants referred to collectively as the "Neighborhood Beautification Project" or the "Project" is in the best interests of the City and its residents.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA AS FOLLOWS:**

**Section 1.** Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

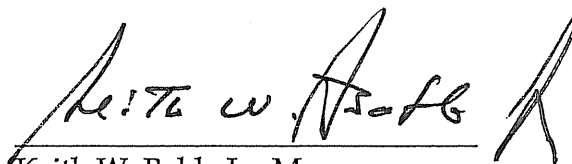
**Section 2.** Acceptance of Two NEAT Grants  
The City Commission of the City of Pahokee, Florida hereby accepts grant awards in the total amount of Twenty Thousand dollars (\$20,000).

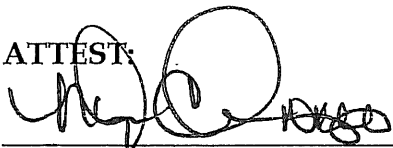
**Section 3.** Authorization of City Manager. The City Commission authorizes the City Manager to take all necessary action to ensure that the objectives of this resolution are carried out.

**Section 4.** Effective Date. This Resolution shall be effective immediately upon

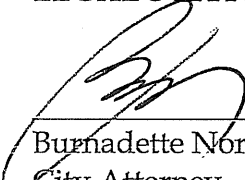
its passage and adoption.

PASSED and ADOPTED this 11<sup>th</sup> day of October, 2022.

  
Keith W. Babb, Jr., Mayor

ATTEST:  
  
~~Tijauna Warner, CMC, City Clerk~~  
~~Nylene Clark, Acting City Clerk~~

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Burnadette Norris-Weeks, Esq.  
City Attorney

Moved by: Vice Mayor Murvin

Seconded by: Commissioner Gonzalez

VOTE:

Commissioner Boldin	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Gonzalez	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Perez	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice-Mayor Murvin	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Mayor Babb	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND CITY OF PAHOKEE  
FOR THE  
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and City of Pahokee a political subdivision of the State of Florida, hereinafter referred to as "AWARDEE".

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

**WHEREAS**, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, AWARDEE submitted two grant applications for the Neighborhood Engagement and Transformation Grant, not to exceed Twenty Thousand dollars (\$20,000) which consisted of: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000). These two grant applications are hereinafter referred to collectively as the "Neighborhood Beautification Project" or the "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 \$20,000 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:

**ARTICLE 1 – INCORPORATION OF RECITALS**

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

## **ARTICLE 2 – SERVICES**

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit “A,” attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

## **ARTICLE 3 – SCHEDULE**

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

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.

## **ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS**

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Beautification Project, as set forth more specifically in Exhibit “A.”
- B. AWARDDEE hereby authorizes COUNTY to make 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 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 TWENTY THOUSAND \$20,000 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. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. 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:
  - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;
  - 2. 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.

3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. 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 in its sole discretion, 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.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

#### **ARTICLE 5 – COUNTY'S RIGHT TO INSPECT**

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.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES**

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

**ARTICLE 8 – TERMINATION**

The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY may 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.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) 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 above.

**ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE'S sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

**ARTICLE 10 - INSURANCE**

- A. 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.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
  - 1. Workers’ Compensation coverage in accordance with Florida Statutes, and
  - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000). COUNTY shall be included in the coverage as an additional insured.

- C. 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.

#### **ARTICLE 11 - INDEMNIFICATION**

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDDEE.

#### **ARTICLE 12 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

#### **ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS**

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

#### **ARTICLE 14 - ACCESS AND AUDITS**

The AWARDDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDDEE'S place of business.

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.

#### **ARTICLE 15 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDDEE retaliate against any person for reporting instances of such discrimination. The AWARDDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDDEE shall include this language in its subcontracts.

#### **ARTICLE 16 - PUBLIC ENTITY CRIMES**

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



**ARTICLE 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDEE of the COUNTY'S notification of a contemplated change, the AWARDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDEE shall not commence work on any such change until such written amendment is signed by the AWARDEE and approved and executed on behalf of Palm Beach County.

**ARTICLE 18 - NOTICE**

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**If sent to COUNTY:**

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

**If sent to AWARDEE:**

Rodney Lucas, City Manager  
City of Pahokee  
207 Begonia Drive  
Pahokee, FL 33476

**ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS**

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.

## **ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

## **ARTICLE 21 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDEE keeps and maintains public records upon completion of Agreement, the AWARDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

**IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680."**

#### **ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AWARDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

*Remainder of Page Left Blank Intentionally*

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk & Comptroller**


**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

**WITNESSES:**

**AWARDEE  
(City of Pahokee)**

  
\_\_\_\_\_  
Witness Signature

By:   
\_\_\_\_\_  
Rodney Lucas, City Manager (Signature)

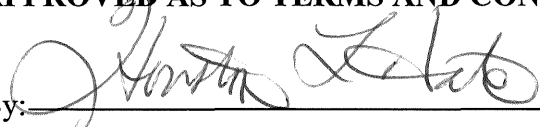
Nylene Clarke, Acting City Clerk  
Name (type or print)

Rodney Lucas, City Manager  
(Name)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By:  11/30/22  
\_\_\_\_\_  
County Attorney

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



**Exhibit "A"**

**Palm Beach County  
Office of Community Revitalization  
Neighborhood Engagement and Transformation (NEAT) Grants Program**

**SCOPE OF WORK**

**Applicant Name:**

City of Pahokee

**Project Category:**

Neighborhood Beautification

**Area Location:**

Pahokee

**Project Description:** This project entails: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000).

**Items/Services to be procured:** paint, anti-skid additive, mulch, picnic tables, bulletin board and accessories, trowel patch for repairs and pressure washer, pressure washer cleaner materials and associated labor, stucco/patching materials, display case/digital marquee, playground equipment, refrigerator, safety and solar lights and any other items needed for project implementation. Materials, professional service and labor are included.

**\*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:**

**\$20,000**



**EXHIBIT "B"**

**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
CONTRACT PAYMENT REQUEST FORM**

DATE: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

PROJECT COORDINATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

REQUESTED ITEMS: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_ AMOUNT BEING REQUESTED: \$ \_\_\_\_\_

**RECIPIENT OF DISBURSED FUNDS:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

**ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)**

**ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)**

**EMAIL TO: [CMATHEWS@PBCGOV.ORG](mailto:cmathews@pbcgov.org) OR 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 NEAT GRANT PROJECT, PLEASE CALL

BRANDON WHITE AT 233-5022.

**EXHIBIT "C-1"**

**AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by City of Pahokee ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to City of Pahokee which entails: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000), hereinafter referred to as the "Neighborhood Beautification Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

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

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

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

Name of Legal Entity: City of Pahokee

Name: Rodney Lucas, City Manager

Signature: 

Date: 10/11/22

**EXHIBIT "C-2"**

**VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the \_\_\_\_\_ ("project name") project presented by \_\_\_\_\_ ("awardee name") 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: \_\_\_\_\_



**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
INSURANCE VERIFICATION FORM**

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

**APPLICANT:** CITY OF PAHOKEE

**PROJECT DESCRIPTION:**

The project entails: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000).

**County Funds Requested:** \$ 20,000

**APPROVAL STATUS:**

Risk Management agrees ~~does not agree~~ to waive the "insurance requirement" for City of Pahokee a Political Subdivision of the State of Florida.

**INSURANCE NEEDED:** YES  NO

**COMMENTS:** City of Pahokee must add Palm Beach County Board of Commissioners as an additional insured to Contractor Agreement for the Commercial General Liability Insurance.

Elizabeth Plaska  
SIGNATURE OF REVIEWER

Property Casualty & No. Claims Mgr.  
TITLE OF REVIEWER

ELIZABETH PLASKA  
PRINT NAME

9/20/2022  
DATE

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

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

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

**WHEREAS**, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, AWARDEE submitted a grant applications for the Neighborhood Engagement and Transformation Grant, not to exceed Ten Thousand dollars (\$10,000) which consisted of the purchase of items to make critical home repairs for low-income homeowners in CCRT neighborhoods hereinafter referred to as the "Neighborhood Beautification Project" or the "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 \$10,000 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:

**ARTICLE 1 – INCORPORATION OF RECITALS**

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

**ARTICLE 2 – SERVICES**

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, whether or not included in this Agreement.

### **ARTICLE 3 – SCHEDULE**

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

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.

### **ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS**

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Beautification Project, as set forth more specifically in Exhibit “A.”
- B. AWARDDEE hereby authorizes COUNTY to make 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 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 TEN THOUSAND \$10,000 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. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. 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:
  - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;
  - 2. 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.

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.

3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. 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 in its sole discretion, 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.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

#### **ARTICLE 5 – COUNTY'S RIGHT TO INSPECT**

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.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES**

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

#### **ARTICLE 8 – TERMINATION**

The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the COUNTY may provide AWARDEE 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.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) 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 above.

#### **ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE'S sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

#### **ARTICLE 10 - INSURANCE**

- A. 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.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
  - 1. Workers' Compensation coverage in accordance with Florida Statutes, and
  - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. 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.

- D. The AWARDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed "NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM" attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDEE under paragraph B of this Article.

#### **ARTICLE 11 - INDEMNIFICATION**

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDEE.

#### **ARTICLE 12 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

#### **ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS**

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

#### **ARTICLE 14 - ACCESS AND AUDITS**

The AWARDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE'S place of business.

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.

#### **ARTICLE 15 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDEE retaliate against any person for reporting instances of such discrimination. The AWARDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDEE shall include this language in its subcontracts.

#### **ARTICLE 16 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDDEE of the COUNTY'S notification of a contemplated change, the AWARDDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDDEE shall not commence work on any such change until such written amendment is signed by the AWARDDEE and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 18 - NOTICE**

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**If sent to COUNTY:**

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

**If sent to AWARDDEE:**

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

#### **ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS**



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.

#### **ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

#### **ARTICLE 21 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public

records required by the COUNTY to perform the service. If the AWARDDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDDEE keeps and maintains public records upon completion of Agreement, the AWARDDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

**IF THE AWARDDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680."**

#### **ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AWARDDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

*Remainder of Page Left Blank Intentionally*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDDEE has hereunto set its hand the day and year above written.

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk & Comptroller**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

**WITNESSES:**

**AWARDEE**  
**(Rebuilding Together of the Palm Beaches, Inc.)**

Lynn Dittmeier  
Witness Signature

By:   
Joanna Aiken, President (Signature)

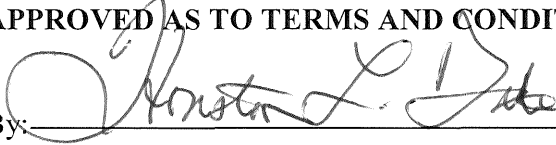
Lynn Dittmeier  
Name (type or print)

Joanna Aiken, President  
(Name)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By:  11/30/22  
County Attorney

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





**EXHIBIT "B"**

**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
CONTRACT PAYMENT REQUEST FORM**

**DATE:** \_\_\_\_\_ **CONTRACT NUMBER:** \_\_\_\_\_

**ORGANIZATION NAME:** \_\_\_\_\_

**PROJECT COORDINATOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**REQUESTED ITEMS:** \_\_\_\_\_

**VENDOR REGISTRATION #** \_\_\_\_\_ **AMOUNT BEING REQUESTED: \$** \_\_\_\_\_

**RECIPIENT OF DISBURSED FUNDS:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

**VENDOR REGISTRATION #** \_\_\_\_\_

**CLICK HERE FOR VENDOR #** [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

**ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)**

**ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)**

**EMAIL TO:** [CMATHEWS@PBCGOCV.ORG](mailto:CMATHEWS@PBCGOCV.ORG) **OR 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 NEAT GRANT PROJECT, PLEASE CALL

BRANDON WHITE AT 233-5022.

**EXHIBIT "C-1"**

**AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this 19 day of Oct, 2022, by Rebuilding Together of the Palm Beaches, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to Rebuilding Together of the Palm Beaches, Inc. which entails the purchase of items to make critical home repairs for low-income homeowners in CCRT neighborhoods, hereinafter referred to as the "Neighborhood Beautification Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

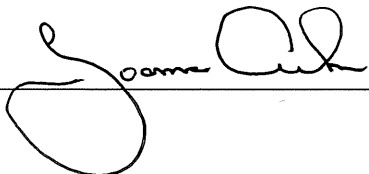
NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

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

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

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

Name: Joanna Aiken, President

Signature: 

Date: 10/19/22

**EXHIBIT "C-2"**

**VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the \_\_\_\_\_ ("project name") project presented by \_\_\_\_\_ ("awardee name") 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: \_\_\_\_\_



**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
INSURANCE VERIFICATION FORM**

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

**APPLICANT:** REBUILDING TOGETHER OF THE PALM BEACHES, INC.

**PROJECT DESCRIPTION:**

The project entails the purchase of items to make critical home repairs for low-income homeowners in CCRT neighborhoods.

**County Funds Requested:** \$ 10,000

**APPROVAL STATUS:**

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

**INSURANCE NEEDED:** YES  NO

**COMMENTS:** \_\_\_\_\_

Elizabeth Plaska  
SIGNATURE OF REVIEWER

Property Casualty & No. Claims Mgr  
TITLE OF REVIEWER

ELIZABETH PLASKA  
PRINT NAME

9/20/2022  
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND PAINT YOUR HEART OUT PALM BEACH COUNTY, INC.  
FOR THE  
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Paint Your Heart Out Palm Beach County, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", whose Federal Tax I.D. # is 65-0631738.

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

**WHEREAS**, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, AWARDEE submitted two grant applications for the Neighborhood Engagement and Transformation Grant, not to exceed Twenty Thousand dollars (\$20,000) which consisted of: 1) the purchase of painting supplies and services to paint the exterior of qualified homes in CCRT areas and 2) the purchase of paint and painting supplies and procurement of services for home beautification in CCRT areas. These two grant applications are hereinafter referred to collectively as the "Neighborhood Beautification Project" or the "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 \$20,000 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:

**ARTICLE 1 – INCORPORATION OF RECITALS**

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

## **ARTICLE 2 – SERVICES**

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit “A,” attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

## **ARTICLE 3 – SCHEDULE**

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

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.

## **ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS**

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Beautification Project, as set forth more specifically in Exhibit “A.”
- B. AWARDDEE hereby authorizes COUNTY to make 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 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 TWENTY THOUSAND \$20,000 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. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. 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:
  - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;

2. 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.
  3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. 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 in its sole discretion, 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.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

#### **ARTICLE 5 – COUNTY'S RIGHT TO INSPECT**

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.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES**

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

**ARTICLE 8 – TERMINATION**

The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY may 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.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) 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 above.

**ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE'S sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

**ARTICLE 10 - INSURANCE**

- A. 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.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
  - 1. Workers’ Compensation coverage in accordance with Florida Statutes, and

2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.
- C. 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.
- D. The AWARDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed "NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM" attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDEE under paragraph B of this Article.

#### **ARTICLE 11 - INDEMNIFICATION**

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDEE.

#### **ARTICLE 12 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

#### **ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS**

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C-1," before engaging in any service in connection to the Project. AWARDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is

attached hereto and incorporated herein as Exhibit "C-2", before engaging in any such service. AWARDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

#### **ARTICLE 14 - ACCESS AND AUDITS**

The AWARDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE'S place of business.

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.

#### **ARTICLE 15 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDEE retaliate against any person for reporting instances of such discrimination. The AWARDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDEE understands and agrees that a material violation of this clause shall be considered

a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDDEE shall include this language in its subcontracts.

#### **ARTICLE 16 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDDEE of the COUNTY'S notification of a contemplated change, the AWARDDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDDEE shall not commence work on any such change until such written amendment is signed by the AWARDDEE and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 18 - NOTICE**

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**If sent to COUNTY:**

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



**If sent to AWARDEE:**  
Joanna Aiken, President  
Paint Your Heart Out Palm Beach County, Inc.  
7501 N Jog Road  
West Palm Beach, FL 33412

#### **ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS**

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.

#### **ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

#### **ARTICLE 21 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDDEE keeps and maintains public records upon completion of Agreement, the AWARDDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

**IF THE AWARDDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."**

**ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AWARDDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

**ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or

circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 24 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

*Remainder of Page Left Blank Intentionally*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDEE has hereunto set its hand the day and year above written.

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk & Comptroller**


**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

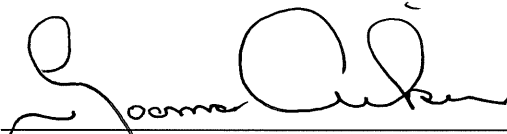
By: \_\_\_\_\_  
Deputy Clerk

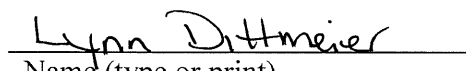
By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

**WITNESSES:**

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

  
Witness Signature


By:   
Joanna Aiken, President (Signature)

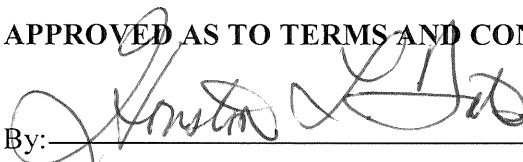
  
Name (type or print)

Joanna Aiken, President  
(Name)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By:  11/30/22  
County Attorney

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



**Exhibit "A"**

**Palm Beach County  
Office of Community Revitalization  
Neighborhood Engagement and Transformation (NEAT) Grants Program**

**SCOPE OF WORK**

**Applicant Name:**

Paint Your Heart Out Palm Beach County, Inc.

**Project Category:**

Neighborhood Beautification

**Area Location:**

Various CCRT Areas

**Project Description:** The project entails: 1) the purchase of painting supplies and services to paint the exterior of qualified homes in CCRT areas (\$10,000) and 2) the purchase of paint and painting supplies and procurement of services for home beautification in CCRT areas (\$10,000).

**Items/Services to be purchased:** paint, painting supplies, professional pressure cleaning services, a cooler, water, a table, chairs, signs, flags, as well as other items or services needed for project implementation. Materials and labor are included.

**\*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:**

**\$20,000**



**EXHIBIT "B"**

**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM  
CONTRACT PAYMENT REQUEST FORM**

DATE: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

PROJECT COORDINATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

REQUESTED ITEMS: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_ AMOUNT BEING REQUESTED: \$ \_\_\_\_\_

**RECIPIENT OF DISBURSED FUNDS:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

VENDOR REGISTRATION # \_\_\_\_\_

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

**ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)**

**ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)**

**EMAIL TO: [CMATHEWS@PBCGOV.ORG](mailto:CMATHEWS@PBCGOV.ORG) OR 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 NEAT GRANT PROJECT, PLEASE CALL

BRANDON WHITE AT 233-5022.

**EXHIBIT "C-1"**

**AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this 22 day of Oct, 2022, by Paint Your Heart Out Palm Beach County, Inc. ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to Paint Your Heart Out Palm Beach County, Inc. which entails: 1) the purchase of painting supplies to paint the exterior of qualified homes in CCRT areas (\$10,000) and 2) the purchase of painting supplies and procurement of services for home beautification in CCRT areas (\$10,000), hereinafter referred to as the "Neighborhood Beautification Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

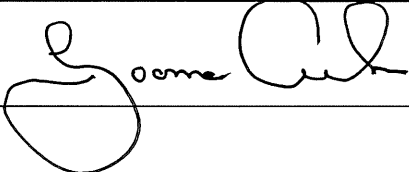
NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

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

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

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

Name: Joanna Aiken, President

Signature:  \_\_\_\_\_

Date: 10/19/22

**EXHIBIT "C-2"**

**VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the \_\_\_\_\_ ("project name") project presented by \_\_\_\_\_ ("awardee name") 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: \_\_\_\_\_



**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION  
(NEAT) GRANTS PROGRAM  
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:** PAIN YOUR HEART OUT PALM BEACH COUNTY, INC.

**PROJECT DESCRIPTION:**

The projects entails the purchase of painting supplies to paint the exterior of qualified homes in CCRT areas (\$10,000); and 2) the purchase of paint and painting supplies and services for home beautification (\$10,000.

**County funds requested:**        \$ 20,000

**APPROVAL STATUS:**

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

**INSURANCE NEEDED:**    Yes                       No

**COMMENTS:** \_\_\_\_\_

*Elizabeth Plaska*  
SIGNATURE OF REVIEWER

ELIZABETH PLASKA  
PRINT NAME

*Property Casualty Insgr*  
TITLE OF REVIEWER

10/26/2022  
DATE



## OCR'S PROPOSED GRANT PROGRAM REVISIONS

Item	Existing Neighborhood Engagement and Transformation (NEAT) Grant Program	Proposed Neighborhood Engagement and Transformation (NEAT) Grant Program
<b>Grant Amount</b>	Up to \$10,000	No Changes
<b>Eligible Areas</b>	Unincorporated Palm Beach County and the Lake Region municipalities of Belle Glade, South Bay and Pahokee, with funding priority given to Countywide Community Revitalization Team (CCRT) neighborhoods.	Designated Countywide Community Revitalization Team (CCRT) neighborhoods in unincorporated Palm Beach County and the Glades region, including the municipalities of Belle Glade, South Bay and Pahokee.
<b>Eligible Applicants</b>	Informal or formal community groups, nonprofit organizations, and non-mandatory homeowners associations. Mandatory homeowners associations are only eligible if located within a designated CCRT area.	Applicants may be an individual, or an informal or formal community group that serves a CCRT neighborhood. Formal community groups include an active neighborhood association/organization or a homeowners' association. Formal community groups must be a Florida nonprofit corporation in good standing to be considered for County funding under the NEAT grant program.
<b>Eligible Project Categories</b>	<ul style="list-style-type: none"> <li>▪ Neighborhood Beautification</li> <li>▪ Neighborhood Identification</li> <li>▪ Festivals and Special Events</li> <li>▪ Neighborhood Organizing and Sustainability</li> <li>▪ Neighborhood Outreach and Capacity Building</li> <li>▪ Public Safety and Crime Prevention</li> <li>▪ Community Gardens</li> <li>▪ Neighborhood Green Projects</li> <li>▪ Emergency Preparedness</li> <li>▪ Other (ie. Little Free Libraries, minor playground improvements, benches, gazebos, and pavilions)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Neighborhood Beautification</li> <li>▪ Neighborhood Identification</li> <li>▪ Neighborhood Organizing and Sustainability</li> <li>▪ Neighborhood Outreach and Capacity Building</li> <li>▪ Public Safety and Crime Prevention</li> <li>▪ Community Gardens</li> <li>▪ Neighborhood Green Projects</li> <li>▪ Emergency Preparedness</li> <li>▪ Other (ie. Little Free Libraries, minor playground improvements, benches, gazebos, pavilions, infrastructure, resiliency, and other eligible neighborhood improvement projects).</li> </ul>
<b>Grant Ranking Criteria</b>	<ul style="list-style-type: none"> <li>▪ Completeness of Application (5 points)</li> <li>▪ Project Readiness (15 points)</li> <li>▪ Tangible Neighborhood Benefit (35 points)</li> <li>▪ Neighborhood and Community Involvement (20 points)</li> <li>▪ Neighborhood Match (20 points)</li> <li>▪ Cash match greater than 50% of requested funds (5 bonus points)</li> <li>▪ Projects located within a designated CCRT area (15 bonus points)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Completeness of Application (5 points)</li> <li>▪ Project Readiness (15 points)</li> <li>▪ Tangible Neighborhood Benefit (35 points)</li> <li>▪ Neighborhood and Community Involvement (20 points)</li> <li>▪ Neighborhood Match (20 points)</li> <li>▪ Cash match greater than 50% of requested funds (5 bonus points)</li> </ul>
<b>Mandatory Requirements</b>	Applicants must attend a Mandatory Pre-Application Conference	No Changes
<b>Grant Review Committee</b>	NEAT Grants Program Review Committee comprised of representatives from County Attorney's Office, Emergency Management, Engineering, Land Development, Risk Management, Parks and Recreation, Public Affairs, Purchasing, PZ&B, and Palm Beach County Sheriff's Office.	No Changes
<b>Miscellaneous Changes</b>		<ul style="list-style-type: none"> <li>▪ Letter of Intent has been modified to reflect proposed changes.</li> <li>▪ Grant deadline dates and times will change yearly as applicable.</li> </ul>