



2006 Palm Beach County Neighborhood Partnership Grant Program

Introduction:

The Neighborhood Partnership Grant (NPG) Program was developed as part of the Countywide Community Revitalization Program (CCRT), established by the Board of County Commissioners, in 1997, to offer designated neighborhoods specialized support and assistance with resident-driven neighborhood improvement efforts. The NPG program was created as an incentive for neighborhood groups and organizations to become active partners in community revitalization, to enhance as well as stimulate interest in the overall quality of life in the County's neighborhoods, and to provide a clear public benefit.

The NPG Program is intended to provide grants for neighborhood improvement projects in unincorporated Palm Beach County. All applicants must provide a match in services, cash, volunteer effort, or supplies, and will be required to demonstrate support for the proposed project from the neighborhood residents. Applicants must also provide for a mechanism to address the ongoing maintenance of the project.

Eligible Applicants:

- Neighborhood/Business associations with 501(c)(3) tax status
- Neighborhood organizations/groups of residents who are interested in working on neighborhood projects.

Eligible Projects (Examples):

- Simple Recreation Improvements (Playground and/or Park Improvements)
- Neighborhood entrance signage & beautification not in the public right-of-way, only on private property (**with the owner's permission and the owner/ grantee being liable for any and all claims arising from the project, subject to zoning approval**)
- Street sign toppers
- Right-of-way landscape improvements
- Exterior Painting (structures)
- Tree planting
- Fencing (safety & decorative)
- Art Murals (eligibility to be determined on a case-by-case basis)
- Expenses for supplies related to public service programs limited to child care, health care, job training, recreation activities, crime reduction, and community outreach

Ineligible Projects:

- Projects without at least a 50-50 total project match;
- Projects having another source of County funding and/or process (e.g., sidewalks, alley paving);
- Applications requesting structures within County right of way (row)
- Applications requesting salaries and/or operating expenses;

- Applications for social service/cultural education programs;
- Projects promoting special interests;
- Projects conflicting with existing County improvement projects or programs;
- Projects located outside of unincorporated CCRT target; and
- Projects not providing a public benefit.

Maximum Grant Request:

A total of \$200,000 is dedicated to this program during this funding cycle. The maximum award is \$20,000 for a single project. However, the intent is to award grant funds to as many areas as possible.

Review Criteria

Projects will be reviewed and compared to the review criteria. Those projects not meeting the review criteria will be rejected.

Proposed projects:

- Must be located in unincorporated Palm Beach County within one of the Eligible areas (please see the *Eligible Areas* map enclosed).
- Must have support of adjacent property owners.
- Must provide at least a 50 - 50 match directly related to the **total project cost** including: cash, volunteer effort (sweat equity), materials, private grants or any combination of these. Proof of available cash must be verified by a bank statement and submitted with the application.
- Must be visible, accessible, and beneficial to the participating community and the general public.
- Must designate a person, group or responsible entity to perform ongoing repairs and maintenance of the project.
- Must not conflict with, but may supplement, existing and/or proposed public improvement projects and programs.
- **Must provide a minimum of three (3) vendor quotes, for the exact same quantity of materials, supplies and labor.**
- For those seeking funding for supplies related to eligible public service programs: Must provide description of program and description of need.

Project Budget

The project budget must be submitted as part of the application. It must be complete and accurate. The form to be used can be found on page 22. A sample budget form has been provided on page 23 for your convenience. All cash and other donations must be identified on the budget and must be supported in writing from each participating partner. All private grants used as a match must be documented. All expenses must be itemized on the project budget and vendor quotes should be attached to the application.

Matching Requirements

The total project cost must be matched on at least a 50-50 basis. In other words, the applicant is responsible for providing a match that at least equals the amount of grant funds requested.

The applicant's match can include actual cash, donations, and volunteer efforts directly related to the implementation of the proposed project.

A. Cash

This is the actual cash amount the applicant will contribute to the project to partially cover the price of services and materials. Cash must be in hand (bank statements must be submitted to verify cash) at the time the application is submitted.

B. Donations (Goods and Services)

Donations include the estimated value of donated materials, supplies and/or donated services. All donations must be documented as an attachment to the application. The attachment must include a written statement or Donation Letter (see attachment A) signed by the donor indicating his/her willingness to provide the donation and estimating its associated value.

C. Neighborhood Pledges

Neighborhood residents participating in the construction and/or implementation of the project, such as tree planting, landscape bed preparation, etc., can be counted as part of the match requirement. Volunteer hours should be calculated at a value of \$10/hour. The value and the specific method of participation of this pledge must be documented by a letter of commitment showing the number of hours and type of work each volunteer is willing to commit to the effort.

D. Private Grants

Grants that have been awarded to the applicant and that are directly related to the implementation of the proposed project.

All NPG match funds must be assigned to a particular line item in the **project budget**. The applicant should be able to justify each part of the match as necessary to implement the project.

All applications will be reviewed according to the above list of matching requirements. Please note that if the proposed match does not meet these requirements, your application will be subject to disqualification.

Special Requirements for NPG Projects

Necessary Permits

In unincorporated Palm Beach County, a “building permit” is required for any man-made structure being built, installed, or permanently affixed to the ground whether on private property or in the (public) County Right-of-Way. Examples of a structure would include, but not be limited to neighborhood signs, fences, walls, fountains, gazebos, sheds, etc. In addition, all construction work must be performed by a properly licensed contractor, in accordance with Palm Beach County’s construction licensing requirements.

All NPG approved projects must be constructed in accordance with all applicable federal, state and local laws. All projects built on property owned by a person or entity other than the grant applicant shall require written permission and releases from the property owner, whether public or private. Approved projects shall also require written permission and applicable permits from appropriate public agencies, i.e., Florida Dept. of Transportation, Palm Beach County Traffic Engineering, etc. Any necessary permits from applicable County Departments will be the sole responsibility of the applicants. To ensure the above listed is satisfied, the applicant must contact the applicable County permitting agencies (i.e., Zoning Division, Engineering Services, Building, etc.) for compliance with permitting standards and expectations. The following contact names and telephone numbers have been provided for your convenience:

Barbara Pinkston-Taylor, Zoning Division 233-5232
Michael Marquis, Engineering Services 684-4049
Dean Wells, Building Division 233-5197
Andrew S. Hertel, AICP, County Streetscape section 684-4100

Vendor Quotes

All proposed NPG recipients shall be required to provide a minimum of three (3) price quotes (bids) from vendors (contractors, consultants, suppliers of plant materials, etc) in support of the project. It should be noted that vendors who provide an initial cost estimate for the application are not guaranteed they will be awarded the contract work. It is the sole responsibility of the NPG applicants to approach material vendors and provide written documentation indicating their commitment to the proposed project scope. The price quotes (bids) should be for the same quantity of materials, supplies, and labor. All modifications to the approved vendor bids should be submitted in writing to the PBC Planning Division, for review and approval.

Insurance

As part of the formal Contract/ Memorandum of Understanding executed with Palm Beach County, all approved NPG recipients will be required to provide proof of insurance to cover the project development.

The County, prior to the initiation of work, will approve the type and dollar amount of insurance coverage. Normally, the minimum insurance requirements for the implementation of all NPG projects for legally organized organization are as follows:

A minimum policy value of \$500,000 per occurrence. An additional insured endorsement to include the Palm Beach County Board of County Commissioners c/o OCR Manager, PZ&B 100 Australian, West Palm Beach, FL 33409.

Proof of payment is required.

Letter of Intent

All parties interested in applying for a Neighborhood Partnership Grant are required to submit a Letter of Intent (see Attachment B) **no later than 5:00 p.m., Friday, April 21, 2006.** Please send via U.S. Mail to the person and address provided below in the “***Application Deadline.***”

Application Deadline

All applications are due – via U.S. Mail, hand delivery or delivery service to:

The Office of Community Revitalization no later than 5:00 p.m., Friday June 16, 2006.
Late submittals, faxes or e-mail applications will not be accepted.

By Mail or Delivery to: Office of Community Revitalization
c/o Chrystal Mathews
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

Application Review Process

Preliminary Review

All NPG applications received by the deadline date will undergo a preliminary review using the Review Criteria listed on page 2 of this application packet. All applicants will be notified in writing of the result of the preliminary review and, if needed, additional information may be requested. All applicants will be given a deadline to respond and submit, in writing, the additional requested information. **The ultimate decision to approve an eligible project shall be made by the County.**

Evaluation and Scoring of the NPG Applications

All of the qualified NPG applications will be evaluated by the NPG Review Committee (RC). The RC is responsible for the reviewing, evaluating, ranking and recommending projects for funding to the Board of County Commissioners.

The RC is composed of nine (9) Countywide Community Revitalization Team members, representing County Departments that may be involved or will be responsible for certain aspects of the proposed projects.

All NPG projects will be evaluated and scored on a point system based on the following criteria. A maximum of 40 points is possible; the maximum number of points awarded for each of the criteria is provided on the following page.

Preference will be given to those groups that demonstrate plans for sustainability.

a. Clarity of Application

The applicant completed all sections of the application.

Yes –1pts

No - 0pts

The applicant attached all requested materials.

Yes –1pts

No - 0pts

The applicant must describe the need the project will be addressing.

Yes –2pts

No - 0pts

The time to design, procuring bids for materials, labor and supplies, and complete the project within a year is realistic.

Yes –2pts

No - 0pts

To receive the maximum points, all of the above requirements must be addressed in the application.

Please rate the following on a scale from 0-5, (5) being the highest and (0) indicating the lowest.

b. Community Support - The application demonstrates and documents community support and participation in the proposed project.

5 4 3 2 1 0

c. Community Goals- The application describes the promotion of long-term community goals.

5 4 3 2 1 0

d. Project Visibility - The proposed project will result in a visible enhancement to the neighborhood.

5 4 3 2 1 0

e. Cash Contribution - Applications that provide for a cash contribution will receive points as follows:

20 cash contribution	5 pts
15% <20% cash contribution	4 pts
10% <15% cash contribution	1 pt

f. Total Project Match - The program requires a total project match of 50% including cash, volunteer effort, materials, or any combination of these. Projects exceeding the minimum total project match of 50% are awarded points as follows:

75% total project match	5 pts
60% <75% total project match	4 pts
50% <60% total project match	1 pt

g. Project Maintenance - The applicant provides a detailed maintenance plan including steps to be undertaken, a schedule, volunteer hours to be committed and frequency of maintenance. (Please rate the following on a scale from 0-5, (5) being the highest and (0) indicating the lowest).

5 4 3 2 1 0

h. Previous Grant Award - The applicant has previously received an NPG.

Yes - 4 pts

No - 0pts

TOTAL POSSIBLE POINTS = 40

Final Funding Recommendations

All the NPG projects will be ranked based on their individual score and the highest scoring projects will be further evaluated for funding. In the event the County receives applications for a greater number of eligible projects than can be funded, priority will be given to neighborhood areas not previously granted or projects that can be reduced in scope. Phasing of projects or multiyear projects will not be accepted; however, large-scale projects may be divided into stand-alone elements and submitted for consideration. All recommendations from the RC will be presented to the BCC for final approval.

Selection Status Notification

All NPG applicants will receive written notification on the following events:

- Results of the preliminary review of the applications compared to the Review Criteria.
- Review Committee meeting where preliminary funding recommendation will be made.
- The meeting before the Board of County Commissioners (BCC) to receive funding approval on the recommended applications.
- Award of a grant within ten days after BCC approval.
- Denial of funding by the BCC within ten days after the meeting.

General Program Requirements

Before Implementation

All BCC approved applicants must sign a Contract or Memorandum of Understanding whichever is applicable (see Attachment C & D), and provide the following before commencement of the project:

The declaration page of the insurance policy with a receipt or a copy of the front and back of a cancelled check showing the policy paid in full.

A copy of the Hold Harmless Agreements (see attachment for all volunteers committing to work on the project. The originals shall be retained by the organization, subject to review by staff and must be submitted with the application (see Attachment E).

During Implementation

Applicants shall:

Provide quarterly status reports.

Submit copies of all approved permits required for the project.

Maintain accounting records as follows:

- a. Each volunteer should maintain a timesheet on each project segment reflecting the days and number of hours worked.
- b. Receipts for all cash purchases with the vendors name, address, phone number, item(s) purchased, the date of the purchase and method as well as, proof of payment.
- c. Documentation of volunteer professional services being provided including a written scope of work (deliverables, estimated time necessary to complete the project and current cost of providing the services). Any discount given should be submitted on company letterhead.

Repair all damages incurred to adjacent property owners and to features of the right of way (sidewalks, vegetation, temporary repairs to benches, lights, signs, statues, etc.) as a result of project implementation.

After Project Completion

The following information must be submitted within 30 days of the project completion:

Ongoing maintenance should be provided consistent with the plan presented within the application. The project area remains a maintenance responsibility of the grantee. It is not the County's intent to acquire additional maintenance responsibilities as a result of the grant projects. However, Palm Beach County will continue its current level of maintenance service in and around the project site after project implementation.

A written final project report summarizing the work completed, including photographs of the completed project, copies of the Hold Harmless Agreements for the volunteers, final list of volunteers working on the project (you can use the form included in the application packet), accounting of the expenditure of the cash match, etc. The final report shall be submitted within 12 months of the grant award not to exceed 30 days after project completion.

Procedure for Payment of NPG Invoices

Applicant must:

Submit original invoices and/or receipts marked paid or with a copy (front & back) of a cancelled check; and
Submit a completed Request for Payment Form.

CCRT Staff will:

Receive invoices from vendor or receipts from grant recipient.
Verify receipt of goods or services, and verify that the price invoiced is the same as budgeted. If the price is not the same, the Grantee must prepare a NPG Project Change Order explaining and documenting the price change. Staff may receive a verbal verification of the price from a third party;
Verify that materials, goods or services are used in accordance with the agreement;
Prepare Payment Request Form that includes the account number, name of person to receive payment and amount of check;
Verify approval received by the NPG Coordinator and the Principal Planner; and
Submit original invoices to PZB Accounting and retain a copy for the file.

PZB Accounting will:

Prepare/verify receipt of all original invoices and/or receipts; and
Submit invoices/receipts and Payment Request Form to Finance for payment.



2006
Palm Beach County
Neighborhood Partnership Grant Program

SECTION I - GENERAL INFORMATION

1. Project Title: _____
Please include the name of your neighborhood in the project title.

2. Applicant Name: _____
Neighborhood/Business Association/Neighborhood Group/Organization

3. Incorporated: Yes No. (If yes, a copy of the State of Florida incorporation certificate or acceptable alternative must be attached).

4. Nonprofit Status Yes No. (If yes, attach a copy of the IRS Letter granting the 501 (c)(3) tax designation to your organization).

5. Contact Person (name): _____
(The person familiar enough with the project to answer all questions related to the project)

Address: _____

Phone number: _____ Day _____ Evening

Fax number: _____

Email address: _____

6. Project Leader (name): _____

Signature _____

Address: _____

Phone: _____ Day _____ Evening

E-mail address: _____

SECTION II - PROJECT DESCRIPTION

1. Project Description - Please provide:

- a) A complete description of your overall project, including all phases or steps necessary to complete the project.
- b) A detailed sequence of events or project timeline necessary to implement the project.
- c) An explanation of how the project will benefit the neighborhood and why it is important to the neighborhood, and how it will help promote long-term community goals.

Attach additional pages if necessary

2. What is the specific location of the project? Before photographs of the proposed project site must be submitted as part of the application. The location must be illustrated on a street map. **Improvements in the right-of-way or on public property must also be illustrated** on the County's Plat maps. (Plat sheets are available in the Microfilm Department, on the 1st floor of the Engineering Department, 160 Australian Ave., West Palm Beach). Pages may not exceed 11" x 17" in size and, therefore; reduction of the plat sheets may be required for final submittal.

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

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

SECTION III - PROJECT VOLUNTEERS

Neighborhood/Business Association/Neighborhood Group/Organization:

Name	Address/Zip	Phone	Pledge Hours	Tasks

PROJECT VOLUNTEERS (CONT'D)

Neighborhood/Business Association/Neighborhood Group/Organization:

Name	Address/Zip	Phone	Pledge Hours	Tasks

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

Attach additional sheets as needed.

SECTION IV – PROJECT IMPLEMENTATION

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

Neighborhood/Business Association/Neighborhood Group/Organization:

Project Name: _____ **Date:** _____

Task	Start Date	Completion Date	Person/Committee Responsible

PROJECT IMPLEMENTATION (CONT'D)

Task	Start Date	Completion Date	Person/Committee Responsible

Number of Days Needed to Complete the Project: _____

Number of Volunteers Needed: _____

Start Date: _____

Project Completed By: _____

SECTION VI – SUPPORT FROM ADJACENT PROPERTY OWNERS

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

Owner's Name	Address	*H/R	Signature/Date	Support the Project (Yes or No)

*** H= Homeowner R= Renter**

SUPPORT FROM ADJACENT PROPERTY OWNERS (CONT'D)

Owner's Name	Address	*H/R	Signature/Date	Support the Project (Yes or No)

*** H= Homeowner R= Renter
Additional pages may be attached if necessary.**

SECTION VII- PROJECT BUDGET

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

Instruction for Matching Funds:

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

Requirements for a Match:

A match may include any or all of these:

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

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

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

SECTION VII - PROJECT BUDGET FORM

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources					
						Applicant Match			Grant Request (d)		
						Cash (a)	Donations (b)	Private Grants (c)			
				TOTALS							
Volunteer Hours (number of volunteers X hours worked)											
					TOTAL (e)						
Total Volunteer Hours in dollars (e)											
Total Applicant Match (a+b+c+e)											
Total Grant Request (d)											
Total Project Cost (a+b+c+d+e)											

SECTION VII - SAMPLE BUDGET FORM

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Funding Sources					
						Applicant Match			Grant Request (d)		
						Cash (a)	Donations (b)	Private Grants (c)			
Sabal Palms	4	\$75.00	\$18.00	\$20.00	\$338.00		\$50.00	\$150.00	\$138.00		
Neighborhood Signs	1	\$500.00	\$30.00		\$530.00				\$530.00		
Paint-5 gallons	1	\$65.00	\$3.90		\$68.90	\$68.90					
Permits					\$65.00	\$65.00					
Insurance					\$100.00			\$100.00			
				TOTALS	\$1101.90	\$133.90	\$50.00	\$250.00	\$668.00		
Volunteer Hours (number of volunteers X hours worked)											
Landscaping	80	\$10.00			\$800.00						
Painting	40	\$10.00			\$400.00						
				TOTAL (e)	\$1200.00						
Total Volunteer Hours in dollars (e)						\$1200.00					
Total Applicant Match (a+b+c+e)						\$1633.90					
Total Grant Request (d)						\$668.00					
Total Project Cost (a+b+c+d+e)						\$2301.90					

SECTION VIII - PROJECT MAINTENANCE

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

Describe how the project will be maintained over the term of the contract, after implementation. Include a maintenance schedule showing who will maintain the project and what specific duties will be performed. Indicate the number of volunteers committed to perform the maintenance of the project. State your back-up plan in the event the volunteers fail to perform.

SECTION IX-APPLICATION CHECKLIST

Each application package must include and clearly label:

- One (1) unbound reproducible original and one (1) bound copy of each of the following:**
- Copy of State of Florida Incorporation Certificate or alternative document “down-loaded” from the Florida Department of State, Divisions of Corporations web site (www.sunbiz.org), if applicable
- IRS letter granting 501(c)(3) tax status, if applicable
- Proof of cash availability (bank statements), if applicable
- Proof of 50% or more match of the total project cost
- Letter of Intent
- Proof of liability insurance (minimum policy value of \$500,000)
- Donation letter(s) documenting cash, materials and/or services
- Before pictures of the proposed project site (digital pictures preferred)
- Minimum of three (3) Vendor Quotes for the exact same quantity of material, supplies and labor
- Proof of volunteer participation
- Proof of support of adjacent property owners
- Proof of community support and participation
- Maintenance Plan, schedules and volunteer commitments
- Project Implementation schedule
- Signed Hold Harmless Agreements from all volunteers

- ___ Plat and street maps of proposed project site (if applicable)
- ___ Sketch map/site plan/landscape plan of proposed project (if applicable)
- ___ Proposed project budget

NOTE:

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

All applications are due, via U.S. Mail, hand-delivery or delivery service, at the Office of Community Revitalization no later than 5:00 p.m., Friday, June 16, 2006. LATE APPLICATIONS WILL NOT BE ACCEPTED.

**By Mail: Office of Community Revitalization
100 Australian Ave. 5th Floor
West Palm Beach, FL 33406**

**Delivery: Planning, Zoning, & Building Facility
Office of Community Revitalization
100 Australian Ave. 5th Floor
West Palm Beach, FL 33406**

Attachment A

Palm Beach County Neighborhood Partnership Grant Program Donation Letter

This letter shall confirm that, _____ will
(Private/Public Organization or Individual Name)

participate as a partner with the _____
(Name of the Neighborhood Association)

in the implementation of their Neighborhood Partnership Grant project.

Please Print:

Name: _____

Company: _____

Address: _____

Email: _____ Phone: _____

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

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

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

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

Signature: _____ Date: _____

Attachment B

Palm Beach County Neighborhood Grant Program

Letter of Intent

This letter shall confirm that, _____ will
(Neighborhood/Business Association/Organization/Group Name)

apply for the Neighborhood Partnership Grant Program.

Please Print:

Neighborhood/Business Association/Organization/Group Name:

Contact Person, Address, Telephone Number and Email Address:

Proposed Project: (please briefly describe your project)

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

Projected Project Cost: \$ _____

Estimated Grant Request: \$ _____

Signature: _____ **Date:** _____

Please mail or hand deliver to:

Office of Community Revitalization
100 Australian Ave. 5th Floor
West Palm Beach, FL 33406

ATTACHMENT C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this ____ day of _____ 200__, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and _____, an individual representing _____, hereinafter referred to collectively as "AWARDEE."

In its desire to improve the appearance, organization, image, and leadership of the COUNTY's neighborhoods, the COUNTY has developed the Neighborhood Partnership Grant Program, hereinafter referred to as "NPG."

AWARDEE has been selected by the Review Committee to receive a grant award in an amount not to exceed _____. AWARDEE agrees to _____, as proposed by the AWARDEE, and more specifically defined in the Project scope of work and budget which are attached hereto as Exhibit A and Exhibit B respectively, and incorporated herein by reference (hereinafter referred to collectively as the "Project").

AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the budget by the COUNTY. Project Budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the AWARDEE to the OCR Manager.

If a Project funded by the NPG Program is constructed or installed on private property that is owned by an entity other than the AWARDEE, the AWARDEE must provide documentation demonstrating that an enforceable agreement exists between the AWARDEE and the property owner which authorizes the AWARDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

COUNTY agrees to pay on behalf of AWARDEE an amount not to exceed \$ _____ dollars for expenses incurred by AWARDEE in accordance with the budget. AWARDEE hereby authorizes COUNTY to make reimbursements directly to ____ on behalf of AWARDEE for

expenses incurred pursuant to this Agreement. COUNTY may also make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered COUNTY vendors. However, in no event shall payments and/or reimbursements made by COUNTY exceed _____.

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. The invoices must be approved in writing by the AWARDEE indicating the services or materials were delivered to AWARDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices.

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

AWARDEE shall maintain financial records, accounting and purchasing information, and books and records for the Project, for a period of not less than five (5) years. These books, records and purchasing information shall be available for review by the COUNTY at any reasonable time. All documents related to the Project are public records and shall be retained as required by law. AWARDEE shall comply with the Public Records Act.

AWARDEE shall provide matching funds in the form of services, materials, or cash toward the cost of the Project. AWARDEE must fully document each element of these matching contributions so the COUNTY can verify that matching funds are being provided. Failure to document AWARDEE's matching funds may result in refusal of payment of grant funds or cancellation of this grant in total by the COUNTY.

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

AWARDEE shall submit to the COUNTY periodic reports detailing the status of the Project, as requested, and a final report no later than thirty (30) days after completion of the Project. The final report shall include, at a minimum, a one-page summary of the work completed during the Project, a minimum of six (6) photographs (two before the Project and four during and at completion), and financial records clearly showing AWARDEE's match toward the Project.

AWARDEE shall also make available the negatives for photographs provided. The photographs and negatives, as requested, shall become property of the COUNTY.

The proceeds of this grant may be used as a match for other local, state, or federal grant programs as may be allowed by law, but AWARDEE may not submit requests for funding for the same expenses to the COUNTY or others to receive duplicate reimbursement.

AWARDEE agrees that the Project shall be open to the general public, as applicable, for the life of this Project on a nondiscriminatory basis, regardless of residency, race, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

AWARDEE shall be responsible for obtaining and must pay the costs for all applicable permits or government approvals. The award of this grant does not waive any applicable permitting, zoning, or other code requirements.

AWARDEE shall complete the Project and provide a final report to the COUNTY no later than twelve (12) months from the date of execution of this Agreement. Only those costs incurred by AWARDEE subsequent to the date of execution of this Agreement and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.

AWARDEE agrees to be responsible for all costs of operation and maintenance of the Project for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair.

AWARDEE agrees to maintain the Project to be completed with this grant. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, oiling, repairing, painting and refinishing of signs, structures, fences, or equipment.

AWARDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any plant, sign, equipment, structure or any other item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or any other items purchased pursuant to this Agreement shall belong to AWARDEE.

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

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

COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if the AWARDEE fails to maintain the Project in accordance with this Agreement, or if the COUNTY otherwise needs to utilize its COUNTY property. AWARDEE warrants that AWARDEE either owns the property or has an enforceable agreement with the owner of the property upon which any improvements will be installed or constructed, authorizing AWARDEE to perform the services and have access to the property for the purposes set forth in the Project Scope of Work for the ten (10) year grant period. AWARDEE agrees to indemnify, save, defend, and hold the COUNTY its officers, agents, and employees harmless from and against any and all damages, costs, claims, liabilities, losses, judgments and/or or causes of action of any type, arising out of or relating to any act or omission of AWARDEE its agents, servants, and/or employees in the performance of this Agreement.

Upon request by COUNTY, AWARDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of the COUNTY or the Board of County Commissioners.

The parties may pursue any and all actions available under law or equity to enforce this Agreement.

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

Failure of AWARDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDEE is not in breach of this Agreement, AWARDEE may be reimbursed for expenses incurred until the date of termination.

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

As to the COUNTY: Ruth Moguillansky-De Rose, Principal Planner
Office of Community Revitalization
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

As to the AWARDEE:

|

If for any reason the name or address of the AWARDEE's Project manager changes, the COUNTY shall be notified in writing.

This document represents the entire nature of the agreement between the parties. Any amendments to this Agreement must be approved in writing by both parties.

[the remainder of this page left blank intentionally]

Signed, sealed and delivered
in the presence of two witnesses:

Witness

(printed name)

Witness

(printed name)

By: _____

(printed name)

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

(SEAL)

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: _____
County Attorney

By: _____
OCR Manager

Attachment D

AGREEMENT BETWEEN PALM BEACH COUNTY AND --- for the Neighborhood Partnership Grant Program

THIS AGREEMENT is made and entered into this ____ day of _____ 200_____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and _____, a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the “AWARDEE”, and whose Federal Tax I.D. # is _____.

W I T N E S S E T H:

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

WHEREAS, AWARDEE has proposed a Project to _____ (hereinafter referred to as the “Project”); and

WHEREAS, COUNTY desires to provide funding in an amount not to exceed _____ to the AWARDEE to assist in implementation of the Project; and

WHEREAS, COUNTY has determined that the expenditure of grant funds in implementation of this Project furthers a valid public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. AWARDEE agrees to perform the Project Scope of Work, as proposed by the AWARDEE and detailed in the AWARDEE’s proposal dated _____, which is incorporated herein by reference and attached hereto as Exhibit A, and within the Project budget, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. AWARDEE agrees to abide by any written instructions or conditions placed on the Project or the Budget by the COUNTY. Project budget changes in Exhibit B of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Office of Community Revitalization (OCR) Manager at his discretion during the period of this Agreement. Such requests for budget change must be made in writing by the AWARDEE to the OCR Manager.

2. If a Project funded by the Neighborhood Partnership Grant Program is constructed or installed on private property that is owned by an entity other than the AWARDDEE, the AWARDDEE must provide documentation demonstrating that an enforceable agreement exists between the AWARDDEE and the property owner which authorizes the AWARDDEE to use and perform services on the property, as provided for in the grant application, including but not limited to: installation and/or construction of any improvements on the property, access to the improvements by community members as applicable, and maintenance of any improvements made on the property for the ten (10) year grant period.

3. COUNTY agrees to pay on behalf of AWARDDEE an amount not to exceed _____ for expenses incurred by AWARDDEE in accordance with the Project Budget. AWARDDEE hereby authorizes COUNTY to make reimbursement payments directly to _____ 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 indicating that the services or materials were delivered to AWARDDEE's satisfaction. If payment is being made to an individual, the individual's social security number must be provided to COUNTY on a separate sheet of paper with the invoices. 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 _____ for this Project.

a. AWARDDEE shall provide matching funds in the form of labor, materials or cash toward the cost of the Project. AWARDDEE must fully document each element of the AWARDDEE's matching contributions so that the COUNTY can verify that matching contributions have been provided. AWARDDEE acknowledges that its failure to document the AWARDDEE's matching contributions may result in refusal of reimbursement or cancellation of this Grant by the COUNTY.

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

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

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

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

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

5. AWARDDEE warrants that the Project shall be open to the general public as applicable, on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. AWARDDEE shall be responsible for obtaining and shall pay the cost of all applicable permits or applications for any necessary governmental approvals. The grant program does not waive any applicable permitting, zoning or other code requirements.

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

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

a. By accepting this award, AWARDDEE agrees to maintain the Project to be completed with this Grant for a period of five (5) years from the date of completion of the Project, and an additional five (5) years good faith effort to keep the Project in good repair. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, repairing, painting and refinishing of sign, equipment or structures.

b. AWARDDEE agrees that the COUNTY shall not be responsible for the repair or replacement of any equipment, structure or item purchased through this Project which may be necessary at some point due to accident, natural disaster, normal wear or other cause, including the ongoing maintenance of the Project. Ownership of all equipment, structures, or items purchased for this Project pursuant to this Agreement shall belong to AWARDDEE.

9. COUNTY reserves the right to remove any and all improvements associated with the Project which are placed on County property if AWARDDEE fails to maintain the Project in accordance with this agreement, or if COUNTY otherwise needs to utilize its COUNTY property. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has an enforceable agreement with the owner of the property authorizing AWARDDEE to perform and maintain the Project for a period of ten (10) years from the date of the execution of this Agreement by the parties. If AWARDDEE's ownership of the property or AWARDDEE's right to perform and maintain the Project is contested, AWARDDEE shall indemnify,

save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to performance of this Agreement.

10. AWARDEE warrants that it is a not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

11. Upon request by COUNTY, AWARDEE shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

12. AWARDEE shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in performance of this Agreement for a period of not less than five (5) years. These books, records and documents shall comply with general accounting procedures. Upon advance notice to AWARDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDEE shall comply with the Public Records Act.

13. It is understood and agreed that AWARDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant, or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents, or employees, AWARDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any acts or omissions of AWARDEE, its agents, servants and/or employees in the performance of this Agreement.

14. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence. AWARDEE warrants the coverage shall be enforced with a 2026 Additional Insured-Designated person or Organization, or similar endorsement, in favor of Palm Beach County, Board of County Commissioners, a political Subdivision of the State of Florida its Officers, Agents, and Employees, and shall not include an endorsement excluding Contractual Liability nor Cross Liability.

15. AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage to, Ruth Moguillansky-De Rose, Principal Planner, Palm Beach County Office of Community Revitalization, 100 Australian Ave., West Palm Beach, FL 33406.

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

17. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, and if AWARDDEE is not in breach of this Agreement, AWARDDEE may be reimbursed for expenses incurred until the date of termination.

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

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

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

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

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

As to the COUNTY: Ruth Moguillansky-De Rose, Principal Planner
Office of Community Revitalization
100 Australian Ave., 5th Floor
West Palm Beach, FL 33406

As to the AWARDDEE: xxxxxx
xxxxxx
xxxxxx

If for any reason the name or address of the AWARDDEE's Project Manager changes the COUNTY shall be immediately notified in writing of the change.

23. Failure of the AWARDDEE to comply with any provision stated herein may result in refusal of reimbursement or cancellation of the Grant by the COUNTY

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

Witness

(printed name)

Witness

(printed name)

By: _____

(printed name)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency

By: _____
County Attorney

PALM BEACH COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Tony Masilotti, Chairman

Approved as to terms and conditions

By: _____
OCR Manager

Attachment E

RELEASE AND HOLD HARMLESS AGREEMENT

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

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

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

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, 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: _____