

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: July 8, 2008 [X] Consent [] Regular
[] Public Hearing

Department: Housing and Community Development

Submitted By: Housing and Community Development
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the Westgate/Belvedere Homes Community Redevelopment Agency for the acquisition of 2628 Chickamauga Avenue, in unincorporated West Palm Beach, in the amount of \$263,000 in Community Development Block Grant (CDBG) funds for the period of July 8, 2008, through December 31, 2008.

Summary: The Westgate/Belvedere Homes Community Redevelopment Agency (CRA) desires to purchase this property to use it for storm water retention. The property is located within the CRA boundaries in an area that has historically suffered from flooding. This property will be included in CRA's larger effort to manage storm water in the surrounding area. The improvements on the property will be demolished by the CRA soon after acquisition, and the vacant lot will eventually be conveyed to the County when it is put into use for storm water detention. This property was appraised at \$330,000 in May 2008. The CRA intends to pay \$350,000 for the property, and will accordingly fund all acquisition costs above the \$263,000 being allocated under this Agreement. **These are Federal CDBG funds that require no local match.** (District 2) (TKF)

Background and Justification: This project has been determined by Housing and Community Development (HCD) to be an eligible activity under the CDBG program. Allocation of these funds to the CRA was approved through the 14th Amendment to the Action Plan for Fiscal Year 2007-2008.

Attachments:

1. Agreement with the Westgate/Belvedere Homes Community Redevelopment Agency with Exhibits A to C
2. Insurance Certificate

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Recommended by: Edward W. Long 6/20/08
Department Director Date

Approved By: Sharon [Signature] 7-3-08
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	\$263,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$263,000				

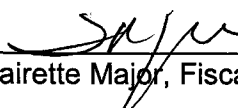
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes XX No
 Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG50B-GY03: \$64,908
 Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG50B-GY04: \$198,092


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

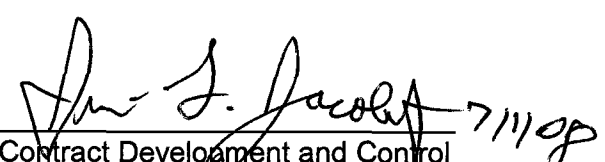
Approval of this agenda item will allocate \$263,000 to the Westgate/Belvedere Homes Community Redevelopment Agency for the acquisition of 2628 Chickamauga Avenue, in unincorporated West Palm Beach.

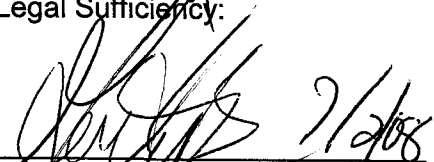
C. Departmental Fiscal Review: 
 Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

 6-30-08
 OFMB
 6/30/08
 CN
 6/23/08

 7/1/08
 Contract Development and Control
 7/1/08

B. Legal Sufficiency:
 7/2/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

**THE WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the Westgate/Belvedere Homes Community Redevelopment Agency, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 160 Australian Avenue, Suite 500, West Palm Beach, FL 33406, and its Federal Tax Identification number as 52-1657361.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the Westgate/Belvedere Homes Community Redevelopment Agency, desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the Westgate/Belvedere Homes Community Redevelopment Agency, to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITION AND PURPOSE

1. DEFINITIONS

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means the Westgate/Belvedere Homes Community Redevelopment Agency.
- (5) "HCD Approval" means the written approval of the HCD Director or his designee.
- (6) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (7) "Low and moderate income persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be low-and moderate-income persons.

PART II

SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Agency agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$263,000 for the period of July 8, 2008, through and including December 31, 2008. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

The Agency agrees to comply with the requirements of 24 CFR Part 58. The provision of funds under this Agreement is conditioned on the satisfactory completion of the environmental review process, and the County's determination to proceed, modify, or cancel this project/activity based on the results of this environmental review. If this project involves unspecified sites, the Agency agrees to provide a request to HCD for the preparation of an environmental review as the sites are identified.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under grant No. B-03-UC-12-0004 and No. B-04-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency prior to December 31, 2008.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Agency for all budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Agency or any subcontractors hereunder. The Agency shall request payments or reimbursements from the County by submitting to HCD proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Agency may furnish copies if deemed acceptable by HCD. Each request for payment or reimbursement submitted by the Agency shall be accompanied by a letter from the Agency, provided on the Agency's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HCD. The Agency may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Agency during the term of this Agreement by submitting to HCD the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that HCD has determined that the funds allocated to the Agency through this agreement are still available for payment, and provided that HCD approves such payment.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Agency shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes and with the procedures outlined in HCD Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

(2) **FINANCIAL ACCOUNTABILITY**

The County may have a financial systems analysis and/or an audit of the Agency, or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(3) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost.

None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the HCD Director or his designee.

(4) **PURCHASING**

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-110, A-122, and 24CFR Part 84, which are incorporated herein by reference.

(5) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) **ADDITIONAL HCD, COUNTY, AND U.S. HUD REQUIREMENTS**

HCD shall have the right under this Agreement to suspend or terminate payments if after 15 days written notice the Agency has not complied with any additional conditions that may be imposed, at any time, by HCD, the County, or U.S. HUD.

(7) **PRIOR WRITTEN APPROVALS-SUMMARY**

The following activities among others require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders; and
- (e) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
- (f) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(8) **PROGRAM-GENERATED INCOME**

All income earned by the Agency from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Agency agrees that no person shall on the ground of race, color, disability, national origin, religion, age, financial status, familial status, marital status, sexual orientation, or gender, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate- income persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The Agency shall provide written verification of compliance to HCD upon HCD's request.

4. EVALUATION AND MONITORING

The Agency agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Agency agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Agency shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Agency shall provide information as requested by HCD to enable HCD to complete reports required by the County or HUD. The Agency shall allow HCD, the County, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$500,000 of Federal awards, the Agency shall comply with the provisions of OMB Circular A-133. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of thirty (30) days after receipt of the audit's report, or nine (9) months after the end of the audit period covered by this Agreement. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the Agency is exempt from having an audit conducted under A-133, the Agency shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Agency shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall be made available to the County by the Agency at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

9. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

10. INSURANCE

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the County's Risk Management Department. The Agency agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Agency shall agree this coverage shall be provided on a primary basis.

(3) WORKERS COMPENSATION INSURANCE

The Agency shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

- (4) ADDITIONAL INSURED
The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development". The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.
- (5) CERTIFICATE OF INSURANCE
The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of this Agreement by the County. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s). The Agency shall deliver the certificate(s) to HCD at its office at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.
- (6) RIGHT TO REVIEW AND ADJUST
The Agency shall agree that the County, by and through its Risk Management Department, in cooperation with the Department of Housing and Community Development, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of it's poor financial condition or failure to operate legally.
11. MAINTENANCE OF EFFORT
The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.
12. CONFLICT OF INTEREST
The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project target area.
13. CITIZEN PARTICIPATION
The Agency shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist HCD in the implementation of the Citizen Participation Plan, as requested by HCD.
14. RECOGNITION
All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Agency will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HCD's support for all activities made possible with funds made available under this Agreement.
15. AGREEMENT DOCUMENTS
The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:
- (1) This Agreement, including its Exhibits;
 - (2) Office of Management and Budget Circulars A-110, A-122, A-133, and 24CFR Part 84
 - (3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

- (4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (6) Florida Statutes, Chapter 112;
- (7) Palm Beach County Purchasing Code;
- (8) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (9) The Agency's personnel policies and job descriptions;
- (10) The Agency's incorporation Certificate and Articles of Incorporation;
- (11) The Agency's By-laws;
- (12) The Agency's Certificate of Insurance;
- (13) Current list of the Agency's officers and members of its Board of Directors; and
- (14) Proof of the Agency's 501(c)(3) certification from the Internal Revenue Service.

All of these documents will be maintained on file at HCD. The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

16. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Agency with funds under this Agreement shall be returned to HCD or the County.

In the event of termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency for set-off purposes until such time as the exact amount of damages due to the County from the Agency is determined.

(1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(2) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

(3) TERMINATION DUE TO CESSATION

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the U.S. HUD specifies.

17. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on page one (1) of this Agreement.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

20. INDEPENDENT AGENT AND EMPLOYEES

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

21. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

22. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Agency 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 F.S. 287.133 (3)(a).

23. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of fifteen (15) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.


24. ENTIRE UNDERSTANDING

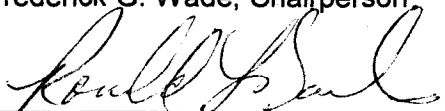
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this ____ day of _____, 20__.

(AGENCY SEAL BELOW)

**THE WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT AGENCY**

BY: 
Frederick G. Wade, Chairperson

By: 
Ronald Daniels, Vice-Chair

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

By: _____
Addie L. Greene, Chairperson
Board of County Commissioners

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Amin Houry, Manager
Housing and Capital Improvements

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

EXHIBIT A
WORK PROGRAM NARRATIVE

I. THE AGENCY AGREES TO:

A. PROJECT SCOPE :

The scope of this project, subject to funding availability, shall include the acquisition of the property located at:

2628 Chickamauga Avenue, West Palm Beach
(property control no. 00-43-43-30-03-064-0010)

The Agency assures the County that both units on this property are occupied by the seller's household. The Agency shall acquire this property (consisting of two dwelling units) for the eventual purpose of using it as site for storm water detention. To that end, the Agency shall not permit these units to be occupied for any purpose after it acquires the property. The Agency shall demolish both units within one-hundred and eighty (180) days from the date of this Agreement.

Should acquisition of the described property is not be feasible in the opinion of HCD, then the County shall have the option of withdrawing from this Agreement.

- a. Applicable Regulations and Disclosures: In addition to any other applicable statute, ordinance, or regulation, the Agency agrees that it shall acquire this property in accord with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

The Agency declares that:

- 1) The Agency has the power of eminent domain, however, it shall not use the power of eminent domain to acquire this property if negotiations fail to result in an amicable agreement.
- 2) The Agency has been acquiring properties in the general geographic area of 2628 Chickamauga Avenue during the past several years, and its acquisitions have been made on a voluntary negotiated basis with the sellers.
- 3) The Agency has not specifically designated the property at 2628 Chickamauga Avenue for acquisition, and said property is not part of an intended, planned, or designated area where all or substantially all of the property in the area is to be acquired within specific time limits.
- 4) The Agency shall treat the property owner of 2628 Chickamauga Avenue similar to other property owners in the general geographic area, that is the Agency's acquisition of this property shall be on a voluntary negotiated basis.

- b. Fair Market Value: The parties to this agreement recognize that the Fair Market Value of 2628 Chickamauga Avenue is \$330,000 as established by an appraisal dated May 13, 2008 by Jenkins Appraisal Services, Inc. The Agency shall then inform the seller of the following in writing:

- 1) The dollar amount of the established Fair Market Value of the property.
- 2) That the seller may, without penalty, withdraw from the sales contract after the above information is provided.

- c. Sales Contract: The Agency shall negotiate a sales price with the seller for each of the property listed above, shall execute a sales contract for each, and shall provide HCD with a copy of such contract. The sales contract (or the sales contract, if one exists, and an addendum to the sales contract) shall be made subject to, and contain the following:

- 1) A condition that makes the purchase of the property subject to the County's approval.
- 2) A disclosure to the seller of the Fair Market Value of the property being \$330,000.
- 3) An option that allows the seller to withdraw from the sales contract, without penalty, after the Fair Market Value of the property is provided to the seller by the Agency.
- 4) A requirement that the seller shall provide clear title to the property.
- 5) A requirement that obligates the seller and buyer to each pay closing costs as customarily paid in Palm Beach County by sellers and buyers.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

6) A requirement that obligates the seller to authorize the County to enter the property for the purpose of conducting inspections, assessments, surveys, and appraisals of the property.

7) A disclosure to the seller by the Agency informing the seller that it has the power of eminent domain to acquire the property, that this is a voluntary, arm's length transaction, and that the Agency will not use its power of eminent domain to acquire the property if negotiations fail to result in an amicable agreement.

8) A disclosure to the seller that the seller shall not be eligible to receive any relocation payment or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act or any other law or regulation.

The Agency shall pay the deposit amount required by the sales contract.

- d. Request for Acquisition Funding: Upon completing the above, the Agency may request HCD for the property's acquisition funding. The Agency shall provide HCD with a copy of the unsigned closing statement and an owner's title insurance policy commitment. As a condition for HCD's release of acquisition funding, the Agency shall require the seller, at or before closing, to remedy any title defect identified by HCD that is revealed in said commitment, and the seller shall be responsible for any costs associated with perfecting the seller's title to the property.

The County shall, in no event, fund any amount for the purchase of the property that exceeds the Fair Market Value. All such excess amounts, if any, shall be funded by the Agency from its own sources.

For the purposes of this Agreement, the property's acquisition funding shall consist of the balance of the cost of the property (that is the sale price of the property less the deposit amount) and any adjustments thereto (either upwards or downwards) resulting from the computation of closing costs.

The County shall in response to the Agency's request for the property's acquisition funding and the receipt of the above stated items, issue to the Director of HCD, for safekeeping until the closing, a check payable to the seller for the balance of the cost of the property as adjusted by the closing costs.

- e. Acquisition Closing: HCD staff shall attend the closing for the property acquisition with the check provided to the Director of HCD. If the closing is successful, HCD shall release the check, that is payable to the seller, to the closing agent for escrow and disbursement according to the closing statement. At the closing for the property, the Agency shall execute a Declaration of Restrictions document in favor of the County, which document is provided as Exhibit C and attached hereto. This document shall then be recorded with the deed for the property. The Agency shall assure that recording fees for the aforesaid document are included in the closing statement. After the closing, the Agency shall provide the County with copies of the recorded deed, signed closing statement, and the title insurance policy, as well as the original recorded document at Exhibit C. The Agency shall pay all upkeep, insurance, taxes, and assessments for the property while in its possession.

The Agency further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Agency's compliance with the above.

- B. FORMER PROJECTS: The Agency shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- C. WORK SCHEDULE: The time frame for completion of the outlined activities shall be December 31, 2008.
- D. REPORTS: The Agency shall submit to HCD detailed monthly progress reports in the form provided as Exhibit B to this Agreement. Each report must account for the total activity for which the Agency is funded under this Agreement. The progress reports shall be used by HCD to assess the Agency's progress in implementing the project.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

II. THE COUNTY AGREES TO:

- A. Provide funding for the above specified activities as described above in "Project Scope", during the term of this Agreement, in the amount of \$263,000.
- B. Provide project administration and inspection to the Agency to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, be conducted by HCD staff or its contractor, and will serve to ensure compliance with U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in II.A above:
 - (a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Agency for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditures it deems appropriate for this project.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

EXHIBIT B

PALM BEACH COUNTY

HOUSING & COMMUNITY DEVELOPMENT

MONTHLY NARRATIVE REPORT

Report For:	Month: _____ Year: _____
Subrecipient Name:	Westgate/Belvedere Homes Community Redevelopment Agency
Project Name:	Property Acquisition (2628 Chickamauga Avenue)
Report Prepared By:	<div style="border-top: 1px solid black; border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between; font-size: small;"> Name Signature Date </div>

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:\$ _____ Other Funds:\$ _____

Amounts Expended to Date:

////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Describe any problems encountered during this reporting period: _____

Other comments: _____

Send report to: Amin Houry
Department fo Housing and Community Development
160 Australian Avenue, Suite 500, West Palm Beach, FL 33406

S:\CapImprv\COUNTY\WESTGATE\PropertyAcquisition\AgmtAgency.WPD

EXHIBIT C

Return to:

DECLARATION OF RESTRICTIONS

The undersigned, Westgate/Belvedere Homes Community Redevelopment Agency, a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at 160 Australian Avenue, Suite 500, West Palm Beach, FL 33406, hereinafter referred to as "Declarant", for the property described below, in consideration of funding in the amount of Two Hundred and Sixty-Three Thousand Dollars (\$263,000) received from the Palm Beach County Board of County Commissioners (the "County") does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, and described as:

West Gate Estates, Northern Section, Lots 16 to 19, inclusive, and Lots 46 to 49, inclusive, Block 16, as recorded in the Public Records of Palm Beach County, Florida.

Property Control Number(s): 00-43-43-30-03-064-0010

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and executed with the same formalities as this document.
2. In consideration of the County's grant in the amount of \$263,000 (in CDBG dollars) as provided through a grant Agreement with the County dated July 8, 2008, the Declarant hereby covenants and agrees for a period of 10 years commencing with the expiration date of said grant Agreement (as may be amended from time to time) to use the subject property as described in the Declarant's funding application to the County, and as described in said grant Agreement, and the Declarant further agrees to maintain insurance as required in the grant Agreement.
3. The Declarant agrees in regard to the use of the facility/property whose acquisition or improvements were funded through the grant Agreement that for a period of ten (10) years after the expiration date of said Agreement (as may be amended from time to time):
 - (a) The Declarant may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements were made, unless the Declarant provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 1. The new use of the facility/property, in the opinion of the County, qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 2. The requirements of paragraph 3(b) of this section are met.
 - (b) If the Declarant determines after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under Paragraph 3(a)(1) of this section or discontinue use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

- (c) Following the reimbursement of CDBG funds by the Declarant to the County pursuant to Paragraph 3(b) above, the facility/property will then no longer be subject to these restrictions, and the County shall then release these restrictions as described above.

In the event of any proposed sale, conveyance or transfer of the subject property, the Declarant must obtain approval of the County, through its Housing and Community Development Department. Any approved sale or conveyance of the subject property by the Declarant will be contingent upon the receipt of the payment by the County in accordance with the provisions of Paragraph 3(b) above, or the receipt of a commitment, executed by a subsequent owner acceptable to the County, confirming its acceptance of the restrictions and conditions provided herein for the duration of this Declaration.

Notwithstanding the foregoing, the restrictions set forth herein shall run with the land whether or not such commitment is obtained from a subsequent owner.

4. The Declarant agrees to notify the County of any liens, judgements or pending foreclosure on the subject property within five (5) working days of the receipt of said notice by the Declarant.

5. The Declarant acknowledges and covenants that the provisions specified below constitute a default under this Declaration for which there may be a forfeiture of the Declarant's title to the Property:

- (a) Failure of the Declarant to perform any covenant, agreement, term, or condition contained herein or in the Agreement referenced in Section 2 above.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Declarant of its determination that the Declarant is in default of the terms of this Declaration, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County, at its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Declarant to the County in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the property which may be foreclosed if not discharged and satisfied within three (3) months of expenditure of such funds by the County. The County shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

6. If the Declarant fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration, the County shall have the right to file in court of competent jurisdiction an action for:

- (a) Forfeiture of all the Declarant's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration; and
- (b) Collection of due and unpaid real estate taxes, assessments, charges and penalties for which the Declarant is obligated to pay.

In addition to any remedy set forth herein the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The Declarant shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration shall not bar or breach any of the County's rights or remedies on any subsequent default. Before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give the Declarant written notice of the default complained of which such notice shall be given to the Declarant at their address shown above. The Declarant shall then have ten (10) working days from the date such notice is given to cure or correct any default.

7. Declarant shall submit to the County once each year a report detailing the Declarant's compliance with the terms of the grant Agreement and this Declaration of Restrictions.

8. Declarant relinquishes all rights to alter, amend, modify, or release these covenants prior to the completion of the ten year period described above.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

9. In the event of any litigation necessary to enforce the terms of the Declaration, the Declarant agrees to reimburse the County for attorneys fees and costs associated with litigation.

Executed this _____ day of _____, 20__.

**WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

(DO NOT SIGN THIS EXHIBIT)

By: _____
Frederick G. Wade, Chairperson

(CORPORATE SEAL ABOVE)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this ____ day of _____, 20__, by Frederick G. Wade, who is personally known to me, or who has produced _____ as identification, and who did (did not) take an oath.

(DO NOT SIGN THIS EXHIBIT)

Signature: _____

Notary Name: _____
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ITS OFFICERS EMPLOYEE AND AGENTS
C/O DEPT OF HOUSING AND COMMUNITY DEVELOPMENT
160 AUSTRALIAN AVENUE SUITE 500
WEST PALM BEACH FL 33406

Administrator

Issue Date 11/05/07

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0637

COVERAGE PERIOD: FROM 10/1/07

COVERAGE PERIOD: TO 10/1/08 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

*Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

\$100,000 Each Person/\$200,000 Each Occurrence

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
 - Personal Property
 - Basic Form
 - Special Form
 - Agreed Amount
 - Deductible \$500
 - Coinsurance 100%
 - Blanket
 - Specific
 - Replacement Cost
 - Actual Cash Value
- Miscellaneous
 - Inland Marine
 - Electronic Data Processing
 - Bond
 -

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$500,000 for General Liability only (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE CDBG

The Certificate Holder is hereby added as an additional insured, except for Workers' Compensation and Employer's Liability, as respects the member's liability regarding the above described item.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

WESTGATE BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY
160 AUSTRALIAN AVENUE SUITE 500
WEST PALM BEACH FL 33406

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM ITS AGENTS OR REPRESENTATIVES



AUTHORIZED REPRESENTATIVE