

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date: December 15, 2009**       **Consent**             **Regular**  
      **Workshop**            **Public Hearing**

**Submitted By:**            **Engineering and Public Works**  
**Submitted For:**         **County Engineer**

**I.EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve subject to receipt of proper workers compensation insurance certificate:

- A)** a Reimbursement Agreement with New Urban Community Development Corporation and the City of West Palm Beach (City) in an amount not to exceed \$137,358 for The Townhouses at Henrietta; and
- B)** a Budget Transfer of \$137,358 in the Transportation Improvement Fund from Reserves for District 7 to New Urban Community Development Corporation.

**SUMMARY:** Approval of the Reimbursement Agreement and Budget Transfer will provide funds to reconstruct roadway, curb and gutters, landscaping, irrigation, drainage, and sidewalks on the corner of Henrietta Avenue and Palm Beach Lakes Boulevard in the City.

**District 7 (MRE)**

**Background and Justification:** The New Urban Community Development Corporation is developing a new townhouse community that includes reconstructing the roadway, curb and gutters, landscaping, irrigation, drainage, and sidewalks on Henrietta Avenue and Palm Beach Lakes Boulevard in the City called The Townhouses at Henrietta. This community will be developed as a homebuyer incubator for families who wish to pursue homeownership but need time to address credit and income issues. The District 7 Commissioner believes this will serve the public's best interest.

**Attachments:**

- 1. Location Map
- 2. Project Authorization
- 3. Agreement w/Exhibit "A"
- 4. Budget Transfer

**Recommended by:** \_\_\_\_\_

**Division Director**

**Date**

**Approved by:** \_\_\_\_\_

*(Handwritten Signature)*

**County Engineer**

*12/14/09*

**Date**

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	\$137,358	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$137,358</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included In Current Budget? Yes \_\_\_\_\_ No x\_\_\_\_\_

**Budget Account No.:**

Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

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

Transportation Improvement Fund  
Reserve For District 7  
New Urban Community Development

C. Departmental Fiscal Review:                     atwillhite                    

**III. REVIEW COMMENTS**

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

<p><u>                    Jan 12 8 09                    </u> OFMB</p>	<p><u>                    Irauni L. Jacobowitz                    </u> Contract Dev. and Control E. Jan 12/9/09</p>
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**B. Legal Sufficiency:**

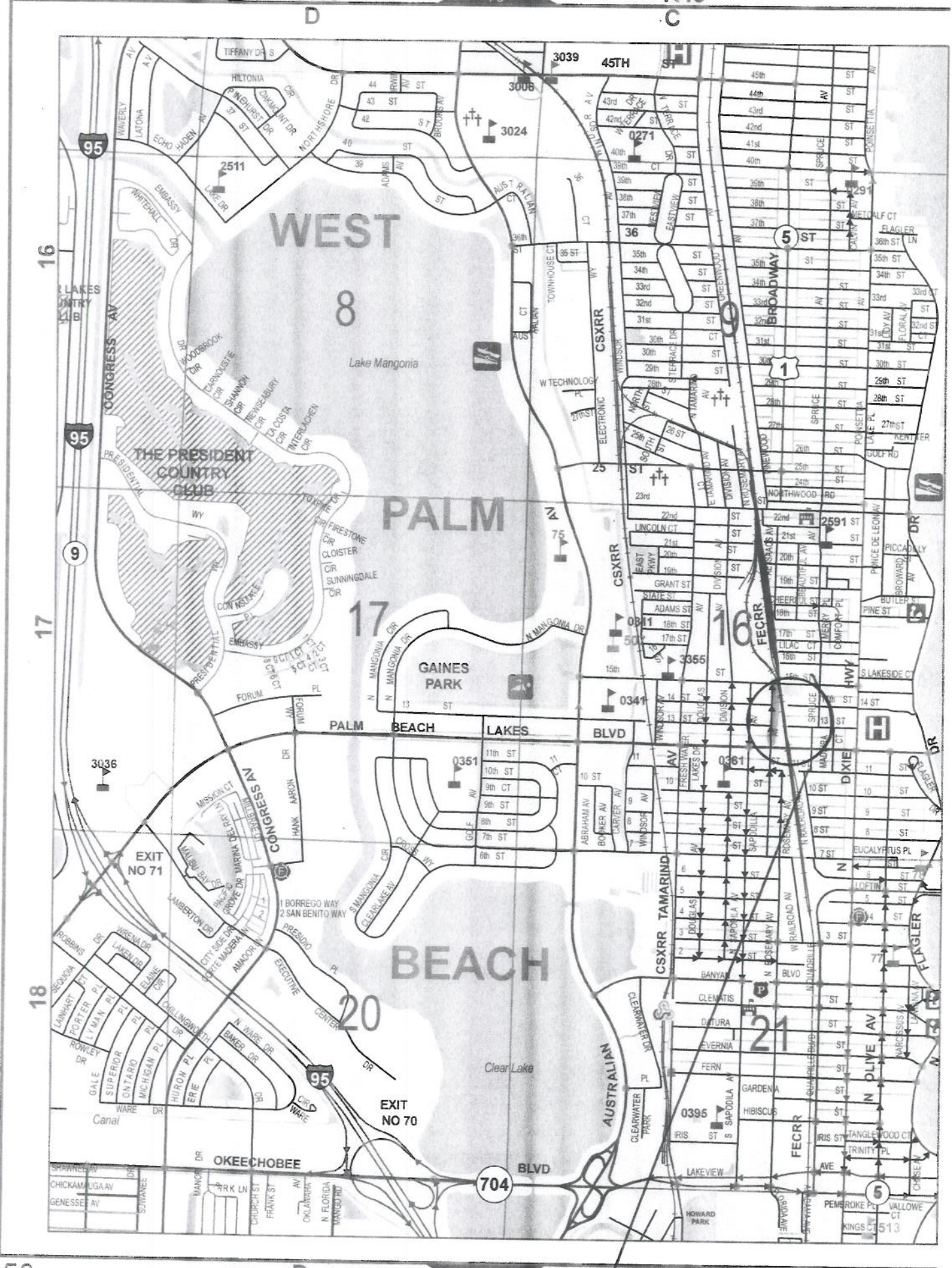
<p><u>                    12/14/09                    </u> Assistant County Attorney</p>	<p>The department is in the process of revising the Workers Comp. Certificate.</p>
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**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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





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HENRIETTA AVE. & PALM BEACH LAKES BLVD





**ADDIE L. GREENE**

Commissioner, District VII



Palm Beach County  
Board of County Commissioners  
Governmental Center, 12<sup>th</sup> Floor  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
(561) 355-2207  
Fax: (561) 355-6332

South Office:  
Southeast County Complex  
345 Congress Avenue  
Delray Beach, Florida 33445  
(561) 276-1350  
Fax: (561) 276-1365

[agreene@co.palm-beach.fl.us](mailto:agreene@co.palm-beach.fl.us)

March 29, 2009

New Urban Community Development Corporation  
Attention: Patrick Franklin/CEO  
1700 North Australian Avenue  
West Palm Beach, FL 33401

Dear Mr. Franklin:

We are in receipt of your correspondence requesting funding from our District Improvement Program for the development of 11 rental townhouses in West Palm Beach that contains transportation related items and costs.

Please allow this correspondence to serve as confirmation that I will fund this project in the amount of, but not to exceed, \$137,358.

Your information/backup to this request will be forwarded to Mr. Owen Miley, Special Projects Coordinator, Palm Beach County Engineering Department. Mr. Miley will assist you with obtaining funding.

Sincerely,

A handwritten signature in cursive script that reads "Addie L. Greene".

Addie L. Greene  
Board of County Commissioners  
District VII

Pc: George Webb, Director, Palm Beach County Engineering Department  
Owen Miley, Special Projects Coordinator, Palm Beach County  
Engineering Department  
Files

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

Res 318-09

**REIMBURSEMENT AGREEMENT  
NEW URBAN COMMUNITY DEVELOPMENT CORPORATION  
AND THE CITY OF WEST PALM BEACH for  
THE TOWNHOUSES AT HENRIETTA**

**THIS REIMBURSEMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida hereinafter referred to as "**COUNTY**", **CITY OF WEST PALM BEACH** a Municipal corporation of the State of Florida hereinafter referred to as "**CITY**" and **NEW URBAN COMMUNITY DEVELOPMENT CORPORATION**, a non-profit corporation, Federal I.D. number 65-020620273 hereinafter referred to as "**CDC**".

**WITNESSETH:**

**WHEREAS**, the **CDC** is developing a new 11-unit townhouse community that will be constructed on Henrietta Avenue at the corner of Palm Beach Lakes Boulevard in West Palm Beach and hereinafter referred to as **HENRIETTA TOWNHOMES**; and

**WHEREAS**, **HENRIETTA TOWNHOMES** will be developed as a homebuyer incubator for families who wish to pursue homeownership but need time to address credit and income issues; and

**WHEREAS**, the **CDC** will be reconstructing curb and gutters, adding landscaping, irrigation, drainage and sidewalks along the boundaries of **HENRIETTA TOWNHOMES** on **CITY** owned Henrietta Avenue hereinafter referred to as **IMPROVEMENTS**; and

**WHEREAS**, the **CITY** has ownership of Henrietta Avenue, and the **CITY** agrees to the reconstruction as stated above and as it relates to the approved plans for **HENRIETTA TOWNHOMES**; and

**WHEREAS**, the **Board of County Commissioners** believe the **IMPROVEMENTS** serve a public purpose and supports the **IMPROVEMENTS** by providing reimbursement funding for the documented costs in an amount not to exceed **ONE HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED AND FIFTY EIGHT DOLLARS (\$137,358.00)**; and

**WHEREAS**, the **CITY** shall be the responsible party for all subsequent maintenance of **IMPROVEMENTS** completed on Henrietta Avenue.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and incorporated herein.
2. The **COUNTY** agrees to provide to the **CDC** reimbursement funding for documented costs associated with the **IMPROVEMENTS** in an amount not to exceed



**ONE HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED AND FIFTY EIGHT DOLLARS (\$137,358.00).**

3. **COUNTY** agrees to reimburse the **CDC** the amount established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the **CDC's** submission of acceptable documentation needed to substantiate its cost for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the **CDC** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 7, below.
4. The **COUNTY** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.
5. The **CDC** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental codes and permitting requirements (including, but not limited to the **STATE** and **COUNTY**) in the selection and installation of the **IMPROVEMENTS**. The **CDC** also agrees to assume financial responsibility for the completion of any portions of the **IMPROVEMENTS** that are not fully funded by the amount set forth in Paragraph 2, above and agrees to expend its own funds prior to requesting reimbursement from the **COUNTY**. The **COUNTY** will have the final determination of the eligibility for reimbursement of any funds. The final plans for the **IMPROVEMENTS** must be signed and sealed by a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate.
6. If prior to the commencement of the **IMPROVEMENTS**, the **CDC** determines that that there is insufficient funding to complete **HENRIETTA TOWNHOMES**, the **CDC** shall not construct the **IMPROVEMENTS** and this **AGREEMENT** shall be considered terminated without prejudice, upon proper written notice to **COUNTY** as provided for herein.
7. The **CDC** will obtain or provide all labor and materials necessary for the design and installation of the **IMPROVEMENTS**. The **COUNTY** shall have the final determination of eligibility for reimbursement. The **CDC** shall furnish to the **OFFICE OF THE COUNTY ENGINEER** representative a request for payment supported by the following:



A) A statement from a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate that the **IMPROVEMENTS** have been inspected and were installed substantially in accordance with the permitted plans for the **IMPROVEMENTS**, and;

B) A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the **CDC**. Said information shall list each invoice payable by the **CDC** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CDC** shall attach a copy of each vendor invoice paid by the **CDC** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **CDC** Financial Officer, or authorized representative, shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CDC** as indicated.

8. As it relates to this Agreement, and upon providing reasonable notice, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **CDC** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

9. The **CITY** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following the installation of the **IMPROVEMENTS**. The **CDC** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY**, or municipal agency if any are required for the **IMPROVEMENTS**.

10. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than September 1, 2011 and the **COUNTY** shall have no obligation to the **CDC** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

11. **CDC** recognizes that it is an independent contractor, and not an agent or servant of **COUNTY** or its Board of County Commissioners. In the event a claim or lawsuit is brought against **COUNTY**, its officers, employees, servants or agents, relating to the **IMPROVEMENTS** or any item which is the responsibility of , **CDC** hereby agrees to indemnify, save and hold harmless **COUNTY**, its officers, employees, servants or



agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the existence of the **IMPROVEMENTS** or the performance by **CDC** as may relate to this Agreement. **CDC** agrees to pay all costs, attorney's fees and expenses incurred by **COUNTY**, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of county.

12. The **CDC** shall, at its sole expense, agree to maintain in force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein, **CDC** shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by **CDC** are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **CDC** under this Agreement.

**Commercial General Liability.** **CDC** shall 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 in writing by County's Risk Management Department. **CDC** shall provide this coverage on a primary basis.

**Worker's Compensation Insurance & Employer's Liability.** **CDC** shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. **CDC** shall provide this coverage on a primary basis.

**Additional Insured.** **CDC** shall endorse the County as an Additional Insured with 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". **CDC** shall provide the Additional insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** **CDC** hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without endorsement, then **CDC** shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer



of Rights of Recovery Against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should **CDC** enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, **CDC** shall deliver to the county a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Department of Engineering and Public Works, 2300 North Jog Road, 3E-13, West Palm Beach, Florida 33411, Attention: Special Projects Coordinator.

**Right to Review.** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **CDC** certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

14. The **CDC** shall require each contractor engaged by the **CDC** for work associated with this Agreement to maintain:

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured, and;
- c. A payment and performance bond for the total amount of the **IMPROVEMENTS** in accordance with Florida Statute 255.05.

15. In the event of termination, the CDC 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 CDC; and the COUNTY may withhold any payment to the CDC for the purpose of set-off until such time as the exact amount of damages due the COUNTY is determined.

16. The CDC's termination of this Agreement shall result in all obligations of the COUNTY for funding contemplated herein to be cancelled.

17. The COUNTY and CDC agree that no person shall, on the grounds of race, color, national origin, sexual orientation, gender identity and expressions religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.

18. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department  
Tanya N. McConnell, P.E.  
Deputy County Engineer  
2300 North Jog Road Ste. 3E-13  
West Palm Beach, Florida 33411

AS TO THE CDC

New Urban Community Development Corp.  
Patrick Franklin, President/CEO  
1700 North Australian Avenue  
West Palm Beach, Florida 33407  
Phone 561-833-1461

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



21. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.
22. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
23. Each party agrees to abide by all laws, orders, rules and regulations and the **CDC** will comply with all applicable governmental codes during the **IMPROVEMENTS**.
24. The **COUNTY** shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the **COUNTY** or **CITY**, of the liability limits established in Section 768.28, Florida Statutes.
25. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
26. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
27. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
28. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.
29. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
30. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

NEW URBAN COMMUNITY DEVELOPMENT CORPORATION

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

By: [Signature]  
President

By: \_\_\_\_\_  
John F. Koons Chairman

ATTEST:

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER

By: [Signature]  
Witness

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Attorney

By: \_\_\_\_\_  
Assistant County Attorney

Date: 7/9/2009

Date: \_\_\_\_\_

CITY OF WEST PALM BEACH

APPROVED AS TO TERMS CONDITIONS

By: [Signature]  
Mayor

By: [Signature]

Date: September 8, 2009

Date: 9/25/09

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

By: [Signature]  
City Clerk

Date: 9/8/2009

CITY ATTORNEYS OFFICE  
Approved as to form  
and legal sufficiency  
By: [Signature]  
Date: 8-26-09



**PALM BEACH COUNTY  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
CONTRACT PAYMENT REQUEST**

Exhibit A

\_\_\_\_\_  
(PROJECT)

Grantee \_\_\_\_\_ Request Date \_\_\_\_\_

Billing # \_\_\_\_\_ Billing Period \_\_\_\_\_

**PROJECT PAYMENT SUMMARY**

Item	Project Costs this Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Material, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	_____	_____	_____

Certification: I hereby certify that the above was incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above, and is available for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date

**PBC USE ONLY**

County Funding Participation	\$ _____
Total Project Costs	\$ _____
Total Project Costs to Date	\$ _____
County Obligation to Date	\$ _____
County Retainage (___%)	(\$ _____)
County Funds Previously Disbursed	(\$ _____)
County Funds Due this Billing	\$ _____

Reviewed and Approved by:

\_\_\_\_\_  
PBC Project Administrator/Date

**PALM BEACH COUNTY  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

(PROJECT)

Grantee \_\_\_\_\_

Billing Date \_\_\_\_\_

Billing # \_\_\_\_\_

Billing Period \_\_\_\_\_

Contractor Name	Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid this Period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \_\_\_\_\_

Certification: I hereby certify that the purchase noted above was used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above, and are available for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date



**CERTIFICATE OF INSURANCE** ISSUE DATE **9/24/2009**

<b>PRODUCER</b> Priscilla Taylor Insurance PO Box 8035 West Palm Beach, FL 33407	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 POLICIES BELOW.
<b>COMPANIES AFFORDING COVERAGE</b>	
COMPANY LETTER	A Nautilus Insurance Company

<b>INSURED</b> New Urban Community , Development Corp, Inc 1700 N Austrailian Ave West Palm Beach, FL 33407	COMPANY LETTER B N/A COMPANY LETTER C N/A COMPANY LETTER D N/A COMPANY LETTER E N/A
--	--

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY	NC876179	3/24/2009	3/24/2010	GENERAL AGGREGATE <span style="float: right;">2,000,000</span>
					PRODUCTS-COM/OP AGG. <span style="float: right;">Excluded</span>
					PERSONAL & ADV. INJURY <span style="float: right;">Excluded</span>
					EACH OCCURRENCE <span style="float: right;">1,000,000</span>
					DAMAGE PREM RENTED TO YOU <span style="float: right;">Excluded</span>
					MED EXPENSE (Any one person) <span style="float: right;">Excluded</span>
B	PERSONAL LIABILITY				COMBINED SINGLE LIMIT
					MEDICAL PAYMENTS TO OTHERS
C	EXCESS LIABILITY				EACH OCCURRENCE
					AGGREGATE
D					
E	PROPERTY				BUILDING
					CONTENTS
					LOSS OF USE

**DESCRIPTION OF OPERATIONS / VEHICLES / SPECIALTY ITEMS**  
 Vacant Land Not- For- Profit only Palm Beach County Board of County Commissioners are named as additional insureds as respects to general liability

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.**

**SURPLUS LINES AGENT VIRGINIA C. PHILLIPS LICENSE# A206695**  
**13577 FEATHERSOUND DRIVE PO BOX 17069 CLEARWATER, FLORIDA 33762**

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners 2300 N Jog Road West Palm Beach, FL 33411	Should any of the above described policies be cancelled before the expiration date, the company shall endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives.
	AUTHORIZED SIGNATURE <div style="text-align: right;"></div>



**CERTIFICATE OF INSURANCE** ISSUE DATE **9/24/2009**

**PRODUCER**  
 Priscilla Taylor Insurance  
 PO Box 8035  
 West Palm Beach, FL 33407

**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 POLICIES BELOW.**

**COMPANIES AFFORDING COVERAGE**

**INSURED**  
 New Urban Community , Development Corp, Inc  
 1700 N Australian Ave  
 West Palm Beach, FL 33407

COMPANY LETTER	A	Nautilus Insurance Company
COMPANY LETTER	B	N/A
COMPANY LETTER	C	N/A
COMPANY LETTER	D	N/A
COMPANY LETTER	E	N/A

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	NC876179	3/24/2009	3/24/2010	GENERAL AGGREGATE	2,000,000
					PRODUCTS-COM/OP AGG.	Excluded
					PERSONAL & ADV. INJURY	Excluded
					EACH OCCURRENCE	1,000,000
					DAMAGE PREM RENTED TO YOU	Excluded
					MED EXPENSE (Any one person)	Excluded
B	PERSONAL LIABILITY				COMBINED SINGLE LIMIT	
					MEDICAL PAYMENTS TO OTHERS	
C	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
D						
E	PROPERTY				BUILDING	
					CONTENTS	
					LOSS OF USE	

**DESCRIPTION OF OPERATIONS / VEHICLES / SPECIALTY ITEMS**  
 Vacant Land Not- For- Profit only liability  
 Palm Beach County Board of County Commissioners are named as additional insureds as respects to general liability

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.**

**SURPLUS LINES AGENT VIRGINIA C. PHILLIPS LICENSE# A206695**  
 13577 FEATHERSOUND DRIVE PO BOX 17069 CLEARWATER, FLORIDA 33762

**CERTIFICATE HOLDER**  
 Palm Beach County Board of County Commissioners  
 2300 N Jog Road  
 West Palm Beach, FL 33411

Should any of the above described policies be cancelled before the expiration date, the company shall endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

**AUTHORIZED SIGNATURE**  






# BRIDGEFIELD

## EMPLOYERS INSURANCE COMPANY

A Stock Insurer • P.O. Drawer 988 • Lakeland, FL 33802-0988

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Carrier code 31267

Policy number 830 - 29606

**Item 1. Insured**

Prior policy number 0830-29606

Name Urban League of Palm Beach County, Inc., The  
and 1700 North Australian Avenue  
Address West Palm Beach, FL 33407

RISK I.D. 094909333

Individual  Corporation  
 Partnership  Subchapter "S"  
 Other

Other workplaces not shown above:

FEIN 59-1533710

**Item 2. Policy period**

From 12/08/08 To 12/08/09 12:01 a.m. standard time at the address of the insured as stated herein.

**Item 3. Coverage**

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:
 

Bodily Injury by Accident	\$ 100,000	each accident
Bodily Injury by Disease	\$ 100,000	each employee
Bodily Injury by Disease	\$ 500,000	policy limit
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
- D. This policy includes these endorsements and schedules: See Schedule

**Item 4. Premium**

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis: Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				

Total Estimated Annual Premium \$ 10,740.76

Minimum Premium \$ 642.00

Expense Constant \$ 200.00

This policy, including all endorsements issued therewith, is hereby

Countersigned by

Date 10/17/08

1959 Brown & Brown of Florida Inc.  
NA9 Date Prepared: 10/17/08

WC 00 00 01A  
(5/88)  
B51C0011-S REV 7/00 (Doc 00-403)

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**PREMIUM SUMMARY STATEMENT**

**CARRIER:** Bridgefield Employers Insurance Company  
 P.O. Box 988  
 Lakeland, FL 33802-0988 (863)665-6060

**AGENCY:** Brown & Brown of Florida Inc.- 1959  
 P. O. Box 5727  
 Fort Lauderdale, FL 33310-5727

**PHONE NUMBER:** (954)776-2222

**EXTENSION OF INFORMATION PAGE** WC 00 00 01 A ITEM 4

WC 99 04 05 D (10/06)

**CLIENT:** Urban League of Palm Beach County, Inc., The  
**DBA:** 1700 North Australian Avenue  
 West Palm Beach, FL 33407

**Account Number:** 830 29606 0000  
**Policy Period:** 12/08/08 - 12/08/09 12:01 AM

**PLAN:** 010 GUARANTEED COST

WORK CODE	CLASSIFICATION	RATING PERIOD		PAYROLL	PRO RATA	RATE	PREMIUM
		12/08/08	to 12/08/09				
8861	FL-Florida CHARITABLE/WELFARE PRO EMP & C			731,037.00	1.000	1.53	11,184.87
9110	CHARITABLE/WELFARE OTHERS & D			11,361.00	1.000	5.89	669.16
	Total Manual Premium						11,854.03
	Experience Mod						.88
	Standard Premium						10,431.55
	Discount						-39.27
	Expense Constant						10,392.28
	Terrorism						200.00
	<b>Policy Grand Total</b>						<b>148.48</b>
							<b>10,740.76</b>

Minimum Premium: \$642.00

**TOTAL PREMIUM IS SHOWN ON THE LAST PAGE  
 OF THE PREMIUM SUMMARY STATEMENT**

NA9  
 Date Prepared: 10/08/08

Time Prepared: 14:43:37 MON



Insured: Urban League of Palm Beach County, Inc., The  
Policy Number: 830-29606  
Policy Period: 12/08/08 - 12/08/09

Item 3.D. Extension Schedule

Schedule of Forms and Endorsements

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Form Number:	Edition:	Description:
WC 00 04 04	11-98	Pending Rate Change Endorsement
WC 00 04 06 A	8-95	Premium Discount Endorsement - Florida
WC 00 04 14	5-97	Notification of Change in Ownership Endorsement
WC 09 03 03	8-05	Employers Liability Coverage Endorsement
WC 09 04 03 A	1-08	Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement
WC 99 04 04	12-01	Premium Due Date Endorsement

2010 \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

FUND Transportation Improvement Fund

BGEX 091809-2398

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/09	REMAINING BALANCE
<b><u>NEW URBAN COMMUNITY DEVELOPMENT</u></b>								
3500-368-1322-8101	Contributions to other Govt	0	0	137,358	0	137,358	0	137,358
<b><u>RESERVE for DISTRICT 7</u></b>								
3500-368-9117-9907	Res-Future Construction	349,253	349,253	<u>0</u>	<u>137,358</u>	211,895	0	211,895
				137,358	137,358			

Engineering & Public Works  
Administration / Budget Approval  
OFMB Department - Posted

SIGNATURE

DATE

Shirley White

11/5/09

By Board of County Commissioners  
At Meeting of 12/15/09

Deputy Clerk to the  
Board of County Commissioners