



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
Grant Expenditures	<\$187,500>	-0-	-0-	-0-	-0-
Capital Expenditures	\$187,500	-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>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
Budget Acct No.: Fund \_\_\_ Dept. \_\_\_ Unit \_\_\_ Object \_\_\_  
Program

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

Transportation Improvement Fund  
Lake Worth Community Development Corp / Hammon Park - Dist 7  
Culvert Repair and Replacement

The transfer will eliminate the excess funds originally reserved for the project and supplement funding for culvert repair and replacement throughout the County.

C. Departmental Fiscal Review: Atwillhite

**III. REVIEW COMMENTS**

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

OFMB: [Signature] 2/28/11 3/22/11  
 Contract Dev. and Control: [Signature] 3/23/11

**B. Approved as to Form and Legal Sufficiency:**  
[Signature] 3/24/11  
Assistant County Attorney

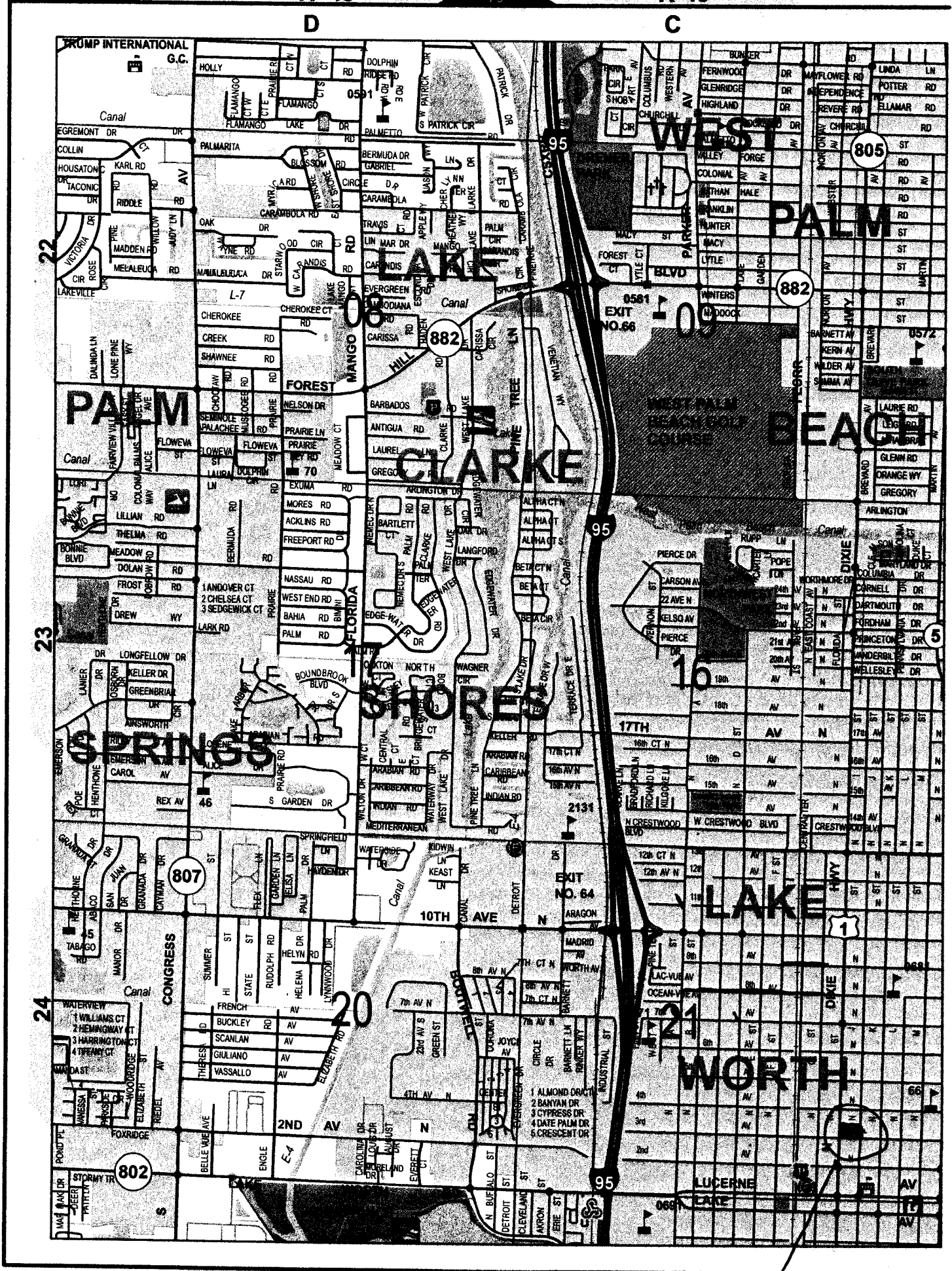
This Contract complies with our contract review requirements.

**C. Other Department Review:**  
\_\_\_\_\_  
Department Director

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

D

C



HAMMON PARK

**REIMBURSEMENT AGREEMENT  
LAKE WORTH COMMUNITY  
DEVELOPMENT CORPORATION  
AND THE CITY OF LAKE WORTH**

**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**", **THE LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION**, a non-profit corporation, Federal I.D. number 65-0239821 hereinafter referred to as "**CDC**" and **THE CITY OF LAKE WORTH** a Municipal corporation of the State of Florida hereinafter referred to as "**CITY**"

**WITNESSETH:**

**WHEREAS**, on September 15, 2009, the **CDC** and the **COUNTY** entered into Reimbursement Agreement R2009-1478 to provide funding in an amount not to exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)** to construct a workforce housing residential, multifamily, condominium and townhouse project within the boundaries of North Dixie Highway to the west, North 'J' Street to the east, one half block south of North 4<sup>th</sup> Avenue to the north and North 2<sup>nd</sup> Avenue to the south, hereinafter referred to as **HAMMON PARK**; and

**WHEREAS**, prior to construction of **HAMMON PARK**, Publix Supermarket purchased seventy five percent of the southern end of the **HAMMON PARK** property, located east of North Dixie Highway and west of North J Street, between 2<sup>nd</sup> Avenue North and 3<sup>rd</sup> Avenue North, effectively changing the boundaries of the original Agreement R2009-1478 and reducing the amount of residential units to be built from 117 units to 46 units. A total of 13 units have been built to date on the new site, leaving 33 units left to be built; and

**WHEREAS**, the **CDC** and **COUNTY** agree that due to the reduction of the size and scale of the property for **HAMMON PARK**, it would be necessary to reduce the amount of funds offered by the **COUNTY** to the **CDC** by seventy five percent of the original amount. Therefore a new agreement is required to outline the new boundaries and the new amount; and

**WHEREAS**, the **CDC** has received a reduced grant value from the Community Workforce Housing Innovation Pilot Program (**CWHIP**) in the amount of **ONE MILLION FOUR HUNDRED TEN THOUSAND FOUR HUNDRED TWENTY ONE DOLLARS (\$1,410,421)**, that will be used to construct residential, multifamily, condominium and townhouse project located within the **CITY**, bounded by North Dixie Highway on its west side; North J Street on its east side; North 3<sup>rd</sup> Street on its south side; and one half

block (approximately 204 feet) north of 3<sup>rd</sup> Avenue on its north side, hereinafter referred to as **PROJECT**; and

**WHEREAS**, the **CITY** agrees to the construction as it relates to the approved plans for the **PROJECT**, allowing the **CDC** to reconstruct the curbs and gutters, adding landscaping, paving, irrigation, drainage and sidewalks along the boundaries of the **PROJECT** that includes **CITY** own, North 'J' Street one half block (approximately 204 feet) north of 3<sup>rd</sup> Avenue and the north side of North 3<sup>rd</sup> Avenue from Old Dixie Highway to North 'J' Street hereinafter referred to as **IMPROVEMENTS**; and

**WHEREAS**, the **CITY** shall be responsible for subsequent maintenance of all **IMPROVEMENTS** on North 'J' Street, and North 3rd Avenue; and

**WHEREAS**, the **COUNTY** believes the **IMPROVEMENTS** serve a public purpose and supports the **IMPROVEMENTS** by providing reimbursement funding for the documented costs in an amount not to exceed **SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00)**; and

**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 Reimbursement Agreement (R2009-1478) dated September 15, 2009 by and between the **COUNTY**, **CDC**, and **CITY** is hereby cancelled and replaced with this agreement.
3. The **COUNTY** agrees to provide to the **CDC** reimbursement funding for documented costs associated with the **IMPROVEMENTS** in an amount not to exceed **SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00)**. If the **CDC** should sell the property as described in this document before the project has been completed this Agreement shall automatically terminate.
4. **COUNTY** agrees to reimburse the **CDC** the amount established in paragraph 3 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.
5. The **COUNTY** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

6. 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 3, above and agrees to expend its own funds or the **CWHIP** 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.

7. If prior to the commencement of the **IMPROVEMENTS**, the **CDC** determines that the grant is not available or that it is insufficient to complete **IMPROVEMENTS**, the **CDC** shall not construct the **IMPROVEMENTS** and this **AGREEMENT** shall terminate without prejudice, upon proper written notice to **COUNTY** as provided for herein.

8. 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.

9. 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.

10. The CITY agrees to be responsible for all subsequent maintenance 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.

11. All IMPROVEMENTS shall be completed and final invoices submitted to the COUNTY no later than December 1, 2011. In the event the CDC needs additional time to complete the IMPROVEMENTS or to invoice the COUNTY, the CDC must notify the COUNTY in writing by September 1, 2011, of the need for a time extension. Failure to meet the September 1, 2011, notification date may result in termination of this Agreement and loss of COUNTY funding for the IMPROVEMENTS 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.

12. 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.

13. The CDC shall, at its sole expense, agree to maintain in force and effect at all times during the life of this Agreement, insurance coverage 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 coverage. 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 coverage 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, coverage, 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.

14. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CDC certifies that it, 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).

15. 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.

16. 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.

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

18. The CDC warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression. Any contract entered into by the CDC for work associated with this Agreement will include the above language.

19. 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.

20. 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

Lake Worth Community Development Corp.  
Edward Grimm, President  
1701 Wingfield Street  
Lake Worth, Florida 33460  
Phone 561-582-5536

AS TO THE CITY

City Manager  
Susan A. Stanton  
7 North Dixie Hwy.  
Lake Worth, Florida 33460

With Copy to:

Public Services Director  
Joseph Kroll  
1749 3<sup>rd</sup> Ave. South  
Lake Worth, Florida 33460.

21. 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.

22. 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.

23. 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.

24. 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**.

25. The **COUNTY** shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). The **CITY** 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.

26. 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.

27. A Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving full and unrestricted access to records. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

28. 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.

29. 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.

30. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.

31. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

32. 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.

LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION

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

By: [Signature]  
Edward Grimm, President

By: \_\_\_\_\_  
Karen Marcus, Chair

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  
Thomas B. Miller, Esq.

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

Date: 3/11/2011

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

CITY OF LAKE WORTH

APPROVED AS TO TERMS CONDITIONS

By: [Signature]  
René A. Varela, Mayor

By: [Signature]

Date: 3/15/11

Date: 3/21/11

ATTEST:

By: [Signature]  
Pamela J. Lopez, City Clerk

Date: 3/15/11

REVIEWED AND APPROVED FOR EXECUTION:

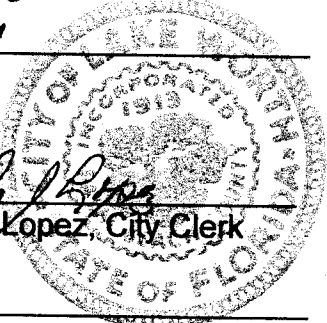
By: [Signature]  
Susan A. Stanton, City Manager

Date: 3/11/2011

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
City Attorney

Date: 3/11/2011



**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 LIABILITY INSURANCE

OP ID: TP

DATE (MM/DD/YYYY)

03/17/11

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

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

<b>PRODUCER</b> Regency Ins. Brok- Riemer PO Box 190 Hallandale, FL 33008-0190		800-882-1885 954-454-5862	CONTACT NAME: PHONE: FAX: ADDRESS: PRODUCER LICENSE NO.: LAKWO2
<b>INSURED</b> Lake Worth Community Developme P.O. Box 147 Lake Worth, FL 33480		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Capitol Specialty Ins. Corp	NAIC #:
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

TYPE OF INSURANCE	ADDRESSES (SEE END)	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC		CS0126810501	10/27/10	10/27/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP ASS \$ Excluded
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below:	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The below certificate holder is included as an addition insured with waiver of subrogation.

<b>CERTIFICATE HOLDER</b> PALMLW1 Palm Beach County Board Of County Commissioners A Political Subdivision of the State Of Florida 2300 North Jog Rd 3E-13 West Palm Beach, Florida 33411	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

GST  
R001DATE (MM/DD/YYYY)  
03-04-2011

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

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

**PRODUCER**

NORTHEAST AGENCIES INC/PHS  
210204 P: (866)467-8730 F: (800)308-5459  
301 WOODS PARK DRIVE  
CLINTON NY 13323

**CONTACT NAME:**PHONE  
(A/C, No, Ext): (866)467-8730FAX  
(A/C, No): (800)308-5459**E-MAIL ADDRESS:****PRODUCER CUSTOMER ID #:****INSURED**

LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION  
PO BOX 147  
LAKE WORTH FL 33460

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A : Hartford Underwriters Ins Co

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDE INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<b>UMBRELLA LIAB</b>						
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	01 WEC KQ9083	10/28/2010	10/28/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Palm Beach County, Engineering & Public Works Dept., Tanya N. McConnell, P.E.  
Deputy County Engineer  
2300 N JOG RD STE 3E-13  
WEST PALM BEACH, FL 33411

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Tara Taylor*

Agenda Item #:

3-C-8

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

M.V. 70

AGENDA ITEM SUMMARY

R-20091478

Meeting Date: September 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:

- A) A Reimbursement Agreement with the City of Lake Worth and the Lake Worth Community Development Corporation / Hammon Park (CDC) in an amount not to exceed \$250,000; and
- B) A Budget Transfer of \$250,000 in the Transportation Improvement Fund from Reserve for District 7 to the Lake Worth Community Development Corporation / Hammon Park - District 7.

**SUMMARY:** Approval of the Reimbursement Agreement and Budget Transfer will provide funds to the CDC to pay for reconstructing the curbs and gutters, landscaping, and sidewalks along the boundaries of Hammon Park.

District 7 (MRE)

**Background and Justification:** The District 7 Commissioner wishes to support the CDC's efforts in reconstructing the curbs and gutters, rebuilding sidewalks, landscaping, and drainage along the boundaries of Hammon Park. The District 7 Commissioner believes this will serve the public's best interest.

**Attachments:**

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

Recommended by: *J.M. McDonnell* 9/2/09  
Division Director Date

Approved by: *Sgt. T. Wald* 9/4/09  
County Engineer Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures	\$250,000	-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>\$250,000</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Acct No.: Fund \_\_\_ Dept. \_\_\_ Unit \_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

Transportation Improvement Fund  
 Reserve For District 7  
 Lake Worth Community Development Corp / Hammon Park - Dist 7

C. Departmental Fiscal Review: Atwell

**III. REVIEW COMMENTS**

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

W. S. Galan  
 OFMB  
 9/9/09  
 (Handwritten initials and date)

J. J. Jacob  
 Contract Dev. and Control  
 9/11/09

**B. Approved as to Form and Legal Sufficiency:**

Mark R. Stettin  
 Assistant County Attorney  
 9/10/09

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.





December 17, 2007

P.O. Box 1989  
West Palm Beach, FL 33402-1989  
(561) 355-2001  
FAX: (561) 355-3990  
www.pbcgov.com

Edward, Grimm, President  
Lake Worth Community Development Corporation  
1701 Wingfield Street  
Lake Worth, FL 33460

Richard Caster, Principal  
New Urban/RFC Lake Worth, LLC  
398 North East 6<sup>th</sup> Avenue  
Delray Beach, FL 33483

**Palm Beach County  
Board of County  
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

**County Administrator**

Robert Weisman

Dear Sirs:

Thank you for bringing to my attention your application for the State Community Workforce Housing Innovation Pilot Program (CWHIP) for the Hammon Park development in downtown Lake Worth. Hammon Park would benefit as a recipient of CWHIP funding for many reasons. It is located on three (3) bus lines and within walking distance of shops, jobs, and recreation. Infrastructure is in place, allowing building to commence soon, and the development will employ green building practices. It addresses a desperate and immediate need in Palm Beach County for attractive, affordably priced housing for our workforce.

It is my pleasure to confirm that I have approved and allocated \$250,000 in District Discretionary funding for project costs at Hammon Park. It is my understanding and intent that these funds be used as a public contribution in connection with the CWHIP application.

Details regarding disbursement of funds will be forthcoming. If you have any questions or need further assistance, please contact Gladys Whigham, my Administrative Assistant at 561 276-1350.

Again, I advocate my support for this project and look forward to working with you on this exciting and important development.

Sincerely,

*Addie L. Greene*

Addie L. Greene, Chairperson  
Palm Beach County Board of County Commissioners

Cc: George Webb, Engineer, Palm Beach County  
Owen Miley, Special projects Coordinator, Engineering Department

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

009 1397

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

FUND Transportation Improvement

BGEX 031609-1219

COUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/16/09	REMAINING BALANCE
	<u>WIRTH COMM DEV CORP/HAMMON PK - DIST 7</u>							
	<u>0-368-1313-8201 Contributions-Non-Govtl Agency</u>	0	0	250,000	0	250,000	0	250,000
	<u>SERVICE FOR DISTRICT 7</u>							
	<u>0-368-9117-9907 Res-Future Construction</u>	3,752,195	1,663,684	0	250,000	1,413,684		
				250,000	250,000			

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

SIGNATURE

DATE

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

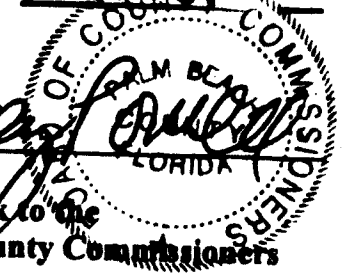
7/9/09  
9/9/09  
\_\_\_\_\_  
\_\_\_\_\_

NA  
9-9-09

[Signature]  
9/1/09

By Board of County Commissioners  
At Meeting of 9-15-09

[Signature]  
Deputy Clerk to the  
Board of County Commissioners



**REIMBURSEMENT AGREEMENT  
THE CITY OF LAKE WORTH AND LAKE WORTH  
COMMUNITY DEVELOPMENT CORPORATION**

**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 LAKE WORTH** a Municipal corporation of the State of Florida hereinafter referred to as "**CITY**" and **THE LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION**, a non-profit corporation, Federal I.D. number 65-0239821 hereinafter referred to as "**CDC**".

**WITNESSETH:**

**WHEREAS**, the **CDC** is part of a partnership that has applied for a grant from the Community Workforce Housing Innovation Pilot Program (**CWHIP**), that will be used to construct a residential, multifamily, condominium and townhouse project located in the **CITY** within the boundaries of North Dixie Highway and North 'J' Street, North 2<sup>nd</sup> Avenue and North 4<sup>th</sup> Avenue, and hereinafter referred to as **HAMMON PARK**; and

**WHEREAS**, the **CITY** has ownership of North 'J' Street, North 2<sup>nd</sup> Avenue, and North 4<sup>th</sup> Avenue, and the **CITY** agrees to the construction as it relates to the approved plans for **HAMMON PARK**; and

**WHEREAS**, the **CDC** and its partners will be reconstructing the roadways' curbs and gutters, adding landscaping, irrigation, drainage and sidewalks along the boundaries of **HAMMON PARK** that includes **CITY** owned, North 'J' Street, North 2<sup>nd</sup> Avenue and North 3<sup>rd</sup> Avenue hereinafter referred to as **IMPROVEMENTS**; and

**WHEREAS**, the **COUNTY** believes the **IMPROVEMENTS** serve a public purpose and supports the **IMPROVEMENTS** by providing reimbursement funding for the documented costs in an amount not to exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)**; and

**WHEREAS**, the **HAMMON PARK** Home Owners Association and the **CITY** shall be responsible for subsequent maintenance of all **IMPROVEMENTS**.

**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 **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)**. If the **CDC** and its

partners fail to secure the **CWHIP** grant by December 30, 2009, this agreement shall automatically terminate.

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 or the **CWHIP** 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 the grant is not available or that it is insufficient to complete **IMPROVEMENTS**, the **CDC** shall not construct the **IMPROVEMENTS** and this **AGREEMENT** shall terminate 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 **HAMMON PARK** Home Owners Association and 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

Lake Worth Community Development Corp.  
Edward Grimm, President  
1701 Wingfield Street  
Lake Worth, Florida 33460  
Phone 561-582-5536

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.

R 2009 1478 SEP 15 2009

LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION

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

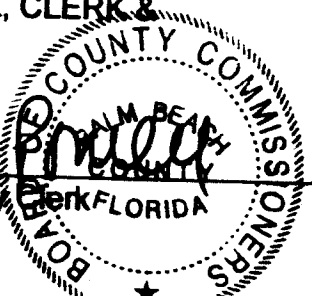
By: Edward Grimm  
Edward Grimm President

By: John F. Koons  
John F. Koons Chairman

ATTEST:

ATTEST:

By: [Signature]  
Witness

SHARON R. BOCK, CLERK & COMPTROLLER  
By: [Signature]  
Deputy Clerk  


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Attorney

By: [Signature]  
Assistant County Attorney

Date: 3/28/08

Date: 9/11/09

CITY OF LAKE WORTH

APPROVED AS TO TERMS CONDITIONS

By: [Signature]  
Mayor

By: [Signature]

Date: 9-2-09

Date: 9/2/09

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Acting City Attorney

Date: September 2, 2009

By: [Signature]  
City Clerk

Date: 9-2-09





# ACORD. CERTIFICATE OF LIABILITY INSURANCE

RPM  
DATE  
P48A 07-29-2009

**PRODUCER**  
NORTHEAST AGENCIES INC/PHS/FLO  
210204 P:(866)467-8730 F:(800)308-5459  
301 WOODS PARK DRIVE  
CLINTON NY 13323

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.

**INSURED**  
LAKE WORTH COMMUNITY DEVELOPMENT CORP  
EDWARD GRIMM, PRESIDENT  
1701 WINGFIELD STREET  
LAKE WORTH FL 33460 PH: 561-582-5536

### INSURERS AFFORDING COVERAGE

INSURER A: Hartford Underwriters Ins Co  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
				EACH OCCURRENCE	AGGREGATE
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC				EACH OCCURRENCE FIRE DAMAGE (ANY OR ALL) MED EXP (ANY OR ALL) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPLY AER	
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (if available) BODILY INJURY (P & MED) BODILY INJURY (P & MED) PROPERTY DAMAGE (P & MED)	
<b>BOAT LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN SA ACE AUTO ONLY: AGE	
<b>RECREATION LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE	
<b>WORKERS COMPENSATION AND EMPLOYMENT LIABILITY</b>	01 WEC KQ9083	10/28/08	10/28/09	<input checked="" type="checkbox"/> W/STAT-LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VOCATIONAL ACTIVITIES ENGAGED IN BY INSURED/EMPLOYER/PRODUCER  
Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**  
Palm Beach County, Engineering & Public Works Dept., Tanya N. McConnell, P.E.  
Deputy County Engineer  
2300 N JOG RD STE 3E-13  
WEST PALM BEACH, FL 33411

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Tanya McConnell*



**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**

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**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

2011 0379

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX 110210-306

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/02/10	REMAINING BALANCE
<b><u>CULVERT REPAIR &amp; REPLACEMENT</u></b>								
3500-361-1349-4606	Repair/Maint-Roads,Bridges,Row	0	0	187,500	0	187,500	0	187,500
<b><u>LAKE WORTH COMMUNITY DEV/HAMMON PK-DIST 7</u></b>								
3500-368-1313-8201	Contributions-Non-Govtl Agency OthrRes-Future Construction	250,000	250,000	0	187,500	62,500		
				187,500	187,500			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 4/5/11

Engineering & Public Works

Adwillhite

3/10/11

Administration / Budget Approval

N. Bras

2/28/11

OFMB Department - Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

SA  
2/29/11

2011 0379

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer**

BGEX 110210-306

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/02/10	REMAINING BALANCE
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				187,500	187,500			

	<b>SIGNATURE</b>	<b>DATE</b>	
Engineering & Public Works	<u>Adwillhite</u>	<u>3/10/11</u>	By Board of County Commissioners At Meeting of <u>4/15/11</u>
Administration / Budget Approval	<u>N. Diaz</u>	<u>2/28/11</u>	
OFMB Department – Posted			
	<u>SN 2/29/11</u>		Deputy Clerk to the Board of County Commissioners