





**AMENDMENT 001 TO THE AGREEMENT  
WITH  
CITY OF PAHOKEE**

Amendment 001 entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Palm Beach County and City of Pahokee.

**WITNESSETH:**

WHEREAS, Palm Beach County entered into an Agreement (R2011-2029) with the City of Pahokee, on December 20, 2011, to provide \$52,595 of Community Development Block Grant (CDBG) funds for the initiation and completion of files related to rehabilitation of housing units and demolition of dilapidated structures; and

WHEREAS, funding in the amount of \$56,844 remaining available after the expiration of a separate Agreement (R2010-1699), as amended by Amendment 001 (R2011-0510) on April 5, 2011), has been reallocated for use in connection with this Agreement;

WHEREAS, both parties wish to modify this Agreement to increase the funding, extend the expiration date, and expand the scope of work to include additional housing units to be rehabilitated and dilapidated structures to be demolished, and

WHEREAS, both parties mutually agree that the original Agreement entered into on December 20, 2011, is hereby amended as follows:

**A. SECOND WHEREAS CLAUSE**

Replace "\$52,595" with "\$109,439".

**B. PART I - SECTION 1 (C) DEFINITIONS**

The parties recognize that the County has changed the name of Palm Beach County Department of Housing and Community Development to Palm Beach County Department of Economic Sustainability. Accordingly, the term "HCD", as it appears in the Agreement, is hereby deleted and replaced with the term "DES" and DES shall mean Palm Beach County Department of Economic Sustainability.

**C. PART III - SECTION 1 MAXIMUM COMPENSATION**

Replace "FIFTY-TWO THOUSAND FIVE HUNDRED AND NINETY-FIVE DOLLARS (\$52,595)" with "ONE HUNDRED NINE THOUSAND FOUR HUNDRED THIRTY-NINE DOLLARS (\$109,439)"; and

Replace "September 30, 2012" with "December 31, 2012".

**D. PART III - SECTION 2 TIME OF PERFORMANCE**

Replace "September 30, 2012" with "December 31, 2012".

**E. EXHIBIT "A" - WORK PROGRAM NARRATIVE - SECTION I.A.1. REHABILITATION ACTIVITIES**

Replace "five (5)" with "ten (10)".

**F. EXHIBIT "A" - WORK PROGRAM NARRATIVE - SECTION I.A.2. DEMOLITION ACTIVITIES**

Replace "five (5)" with "twelve (12)".

**G. EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION I.D. PERFORMANCE BENCHMARKS**

PERFORMANCE BENCHMARKS: In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:

- (1) Expend at least 45% (\$49,247.55) of the total funding allocation by June 30, 2012; and
- (2) Expend the remaining 55% (\$60,191.45) of the total funding allocation by December 31, 2012.

**H. EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION II. A.**

Delete Section I.A of Exhibit "A" and replace it with the following:

- A. Reimburse the Municipality an amount not to exceed a maximum of \$109,439 for designated deliverables, consisting of completed case files for Full Rehabilitation and Demolition. Case files which are approved by DES for reimbursement shall consist of all required credentials, documents and executed forms as may be required by DES to document performance of the activity to be reimbursed.

Invoices must also include a Record of Case Files Submitted for Reimbursement (referenced as Exhibit "C"), with Columns A, B, and C completed by the Municipality. The following reimbursement rates will apply:

TABLE 1: REIMBURSEMENT RATES

**FULL HOUSING REHABILITATION:**

Completion of Phase One of Section I.A.1 of Exhibit "A"

- \$3,506 per approved Case File for the first five (5) Full Rehabilitation Case Files
- \$3,553 per approved Case File for the Full Rehabilitation Cases Files six (6) through ten (10)

Completion of Phase Two of Section I.A.1 of Exhibit "A"

- \$5,259 per complete file closeout for the first five (5) Full Rehabilitation Case Files
- \$5,330 per complete file closeout for the Full Rehabilitation Cases Files six (6) through ten (10)

**DEMOLITION:**

Completion of Section I.A.2 of Exhibit "A"

- \$1,753 per approved Case File for the first five (5) Demolition Case Files
- \$1,776 per approved Case File for the Demolition Case Files six (6) through twelve (12)

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

NOW THEREFORE, 1) all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

**CITY OF PAHOKEE**

By:   
\_\_\_\_\_  
J.P. Sasser, Mayor

By:   
\_\_\_\_\_  
Anika Sinclair, City Clerk

By: \_\_\_\_\_  
Attorney for Municipality  
(Signature Optional)

(COUNTY SEAL BELOW)

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

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Shelley Vana, Chair  
Board of County Commissioners

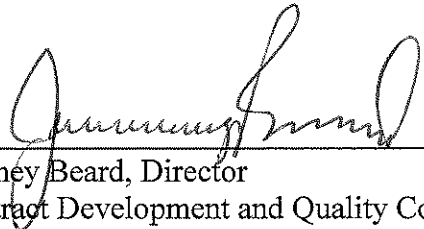
By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Economic Sustainability

By:  For \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
\_\_\_\_\_  
Journey Beard, Director  
Contract Development and Quality Control

R 2011 2029  
THE CITY OF PAHOKEE  
AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE CITY OF PAHOKEE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of DEC 20 2011 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and **THE CITY OF PAHOKEE**, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 207 Bacom Point Road, Pahokee, Florida.

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

WHEREAS, the County made available \$52,595 in CDBG funds to **The City of Pahokee** to provide services to qualified low and moderate income property owners within its municipal boundaries who need to rehabilitate and upgrade their properties to meet applicable housing and building codes, and to provide technical assistance to qualified property owners who own vacant dilapidated structures within the City's municipal boundaries that are not feasible for rehabilitation within its municipal boundaries.

WHEREAS, Palm Beach County, in accordance with the FY 2011-12 Action Plan, and **The City of Pahokee** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **The City of Pahokee** to implement such undertakings of the CDBG Program.

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

PART I

DEFINITION AND PURPOSE

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HCD" means Palm Beach County Housing and Community Development.
- (D) "Municipality" means **The City of Pahokee**.
- (E) "HCD Approval" means the written approval of the HCD Director or designee.
- (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.

(G) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

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

PART II

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by HCD, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FIFTY-TWO THOUSAND FIVE HUNDRED AND NINETY-FIVE DOLLARS (\$52,595)** for the period of October 1, 2011 through September 30, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Municipality and submitted to the HCD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. TIME OF PERFORMANCE

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-11-UC-12-0004. The effective date shall be October 1, 2011 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by September 30, 2012.

3. METHOD OF PAYMENT

The County agrees to reimburse the Municipality for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Municipality or any subcontractor hereunder. The Municipality shall request reimbursements from the County by submitting to HCD proper documentation. Satisfactory proof of payment by the Municipality shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be

presented, the Municipality must furnish copies, if deemed satisfactory and acceptable by HCD.

Each request for reimbursement submitted by the Municipality shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Municipality. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports approved by the Municipality and HCD. Invoices will not be honored or approved if received by HCD later than forty-five (45) days after the expiration date of this Agreement.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HCD Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial system analysis and/or an audit of the Municipality or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Municipality to fiscally manage the project in accordance with Federal, State and County requirements.

(C) SUBCONTRACTS

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HCD Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) PURCHASING

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



(E) REPORTS, AUDITS, AND EVALUATIONS

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

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

HCD shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Municipality does not comply with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM-GENERATED INCOME

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HCD on an monthly basis.

The Municipality may request that program income be used to fund other eligible uses, subject to HCD approval, and provided that the Municipality is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Municipality agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

The requirements of this Paragraph shall survive the expiration of this Agreement.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the grounds of race, color, disability, ancestry, national origin, religion, age, familial status, sex, sexual orientation, marital status, or gender identity and expression be excluded from the benefits of, or be subjected

to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

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

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

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

3. PROJECT BENEFICIARIES

At least 51 percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons or persons presumed to be low/moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 51 percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in Part III, Paragraph 1 of this Agreement. The Municipality shall provide written verification of compliance to HCD upon HCD's request.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

5. EVALUATION AND MONITORING

The Municipality agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HCD. Substandard performance, as determined by HCD, will constitute noncompliance with this Agreement.

The Municipality agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Municipality shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Municipality shall provide information as requested by HCD to enable HCD to

complete reports required by the County or U.S. HUD. The Municipality shall allow HCD, the County, or U.S. HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HCD or U.S. HUD.

6. AUDITS AND INSPECTIONS

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

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

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Municipality at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

9. INDEMNIFICATION

The Municipality shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during

performance of the terms of this Agreement or due to the acts or omissions of the Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Municipality.

10. INSURANCE

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the Municipality reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains Commercial General Liability or Business Auto Liability, the Municipality agrees to maintain said insurance policies at limits not less than \$100,000 Per Person and \$200,000 Per Occurrence. The Municipality agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than County's negligence arising out of this project or Agreement. **This paragraph does not apply to liability policies which afford only indemnity based claims-bill coverage.**

The Municipality agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

The Municipality agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages, which the Municipality shall deliver to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

The Municipality agrees its self-insurance or insurance shall be primary as respects to any coverage afforded to or maintained by County.

The Municipality agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve the Municipality of its liability and obligations under this Agreement.

11. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. CONFLICT OF INTEREST

The Municipality shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

13. CITIZEN PARTICIPATION

The Municipality shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HCD.

14. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize HCD's support for all activities made possible with funds available under this Agreement.

15. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Municipality,
- (B) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133,
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990,
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended,
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended,
- (F) The Drug-Free Workplace Act of 1988, as amended,
- (G) Florida Statutes, Chapter 112,
- (H) Palm Beach County Purchasing Ordinance,
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85,
- (J) The Municipality's Personnel Policies and Job Descriptions,
- (K) The Municipality's Articles of Incorporation and Bylaws,
- (L) The Municipality's Certificate of Insurance,

The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

16. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

17. TERMINATION AND SUSPENSION

In the event of termination, the Municipality 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 Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

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

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

18. SEVERABILITY OF PROVISIONS

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

19. AMENDMENTS

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

20. NOTICE

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406,

and to the Municipality when delivered to its office at the address listed on Page One of this Agreement.

21. INDEPENDENT AGENT AND EMPLOYEES

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

22. NO FORFEITURE

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

23. PUBLIC ENTITY CRIMES

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

24. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Palm Beach County Code Section 2-421 to 2-440, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County agreements, contracts, transactions, accounts, and records. All parties doing business with the County and receiving County funds, including the Municipality, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

25. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of Twenty-One (21) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

26. ENTIRE UNDERSTANDING

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

THE CITY OF PAHOKEE

DEC 20 2011

WITNESS our Hands and Seals on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(MUNICIPAL SEAL)

The City of Pahokee, a Florida municipality

By: [Signature]  
Anika Sinclair, Interim City Clerk

By: [Signature]  
J.P. Sasser, Mayor

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,  
Clerk and Comptroller

By: [Signature]  
Shelley Vana, Chair  
Board of County Commissioners

By: [Signature]  
Deputy Clerk

Document No.: R 2011-2029

Approved as to Form and Legal Sufficiency

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

By: [Signature]  
Tammy K. Fields  
Senior Assistant County Attorney

By: [Signature]  
Journey Beard, Director  
Contract Development and Quality Control



EXHIBIT "A"

WORK PROGRAM NARRATIVE

I. THE MUNICIPALITY AGREES TO:

- A. SCOPE OF WORK: The Municipality agrees to provide the following activity delivery and operational services:

1. REHABILITATION ACTIVITIES

The Municipality's Community Development staff shall initiate and complete five (5) full rehabilitation cases. Specifically, the Municipality shall provide services to qualified low/moderate income property owners who reside within its municipal boundaries in order to rehabilitate and upgrade their properties to meet applicable housing and building codes. Work on these properties may include, among other things: roofing, electrical, plumbing, structural repairs, painting, doors, windows, and hurricane protection, provided that these repairs are practical and feasible. HCD shall pay for all costs associated with eligible activities under its rehabilitation program. These for example include title search, lead-based paint inspection/risk assessment, termite treatment, recording fees, construction costs, lead-based paint abatement, lead-based paint clearance testing, and temporary relocation.

The Municipality will be reimbursed in connection with the undertaking of rehabilitation activities in two phases.

The first phase shall culminate with the granting of funding approval by the Director of HCD and will include the following tasks:

- Provide program participants and the general public with information about the housing rehabilitation program.
- Provide the program participant with information about the housing rehabilitation program.
- Accept an application from the program participants, and collect required documents and information in support of the application.
- Evaluate program applicant eligibility to receive assistance, and determine eligibility using applicable regulations, policies, and guidelines.
- Verify applicant's information by obtaining verification of income, verification of property ownership, verification of insurance coverage, verification of property occupancy, verification of real estate tax payment, and any other verifications required by HCD's rehabilitation program policies.
- Request HCD for a lead-base paint inspection/risk assessment.
- Request HCD for the preparation of an Environmental Review.
- Perform inspection of the property to be rehabilitated and complete necessary work write-up. Include in work write up any requirements from the Environmental Review and any lead-base paint abatement requirements.
- Obtain HCD approval of work write up, and request HCD to obtain rehabilitation and extermination bids.
- Review bids, compile applicant's file, and present for funding approval by Director of HCD.

The second phase shall culminate upon the completion of all rehabilitation activities and presentation to HCD of the applicant's closeout statement with the applicant's full original file. The following tasks are also included:

- Prepare closing documents for an applicant approved for funding.
- Conduct closing, transmit to HCD documents to be recorded, and conduct pre-construction conference.
- Inspect work in progress, review and approve contractor payment requests and present to HCD for final approval and payment.  
Assure compliance with lead-based paint abatement requirements.
- Review change order requests from contractor and prepare change orders for HCD review and approval.

- Prepare documents securing additional funding to the applicant when approved by HCD.
- Schedule termite treatment and process invoices to HCD for payment of services rendered.
- Reconcile all sources and uses of funds, prepare project closeout statement and present original file for final HCD approval.  
Prepares periodic reports for internal and external use.

## 2. DEMOLITION ACTIVITIES

The Municipality's Community Development staff shall initiate and complete five (5) demolition case files. Specifically, the Municipality shall provide technical assistance to qualified property owners who own vacant dilapidated structures that are not feasible for rehabilitation and that are located within its municipal boundaries. The structures to be demolished shall be in a blighted condition, that is, these structures are in a state of physical decay that renders them in a substandard condition where rehabilitation is infeasible according to applicable housing and building codes.

The Municipality will be reimbursed in connection with the undertaking of demolition activities after it has proved to HCD that all of the following tasks have been completed:

- Conduct inspection of the building or structure.
- Complete and submit the Demolition Questionnaire form to HCD for each property to be demolished along with all other required consent or other forms, documents and photographs, owner and lienholder's signatures, and evidence that the structures to be demolished are owned by the property owners shown in the Demolition Questionnaire, and all other materials as may be required by HCD's Capital, Real Estate and Inspection Services Section.
- Assure that the demolition of these structures shall not result in the displacement of any owner, residential, or business tenant.
- Assure that the last occupant was not displaced as a result of government action associated with the demolition.
- Request preparation of Environmental Review Checklist.
- Present demolition file to HCD Housing and Capital Improvements Section.

The Director of HCD may, from time to time and upon written notice to the Municipality, adjust the number of rehabilitation and demolition cases established in I.A (1) and I.A (2) above, based on funding availability, and based on the Municipality's performance during the term of this Agreement.

## 3. OTHER FEDERALLY FUNDED COMMUNITY DEVELOPMENT ACTIVITIES

The Municipality's Community Development staff shall assist HCD staff in implementing all HUD funded community development activities which are undertaken in the City of Pahokee. This includes data gathering and preparation of reports to facilitate the implementation of the CDBG Program and assistance as required in implementing economic development, infrastructure, and public service activities in the Municipality. The Municipality also agrees to administer all community development activities in accordance with U.S. HUD standards and requirements, as well as with applicable state, county, and federal regulations, including applicable HCD policies and procedures.

- B. REPORTS: The Municipality shall maintain and submit to HCD the following reports:
- a. A **Record of Case Files Submitted for Reimbursement** form of clients served in a format described in Exhibit "C";
  - b. The **Direct Benefit Activities** form (Exhibit "D") and **Detailed Narrative Report** (Exhibit "E") by the 10th of each month. The Direct Benefit Activities form will document the actual number and characteristics of clients served. The Detailed Narrative Report will include a summary of activities for the month, expenditure summary, constraints, and goal comparisons for all indicators referenced above;

- c. Section B.2. of the **Detailed Monthly Narrative Report**, for all program income received by the Municipality that is directly generated by activities carried out with funds made available under this Agreement on a monthly basis. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- C. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to purchase items listed under the CDBG Budget column found in Exhibit "F". Specifically, funds will be used for the following: Salaries for the Community Development Assistant Director and Clerk II. The Municipality shall attest to the accurate completion of Exhibit "F" to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform and obtain approval by the County of any changes to the budget displayed on Exhibit "F".
- D. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:
- (1) Expend at least 45% (\$23,667.75) of the total funding allocation by March 30, 2012; and
  - (2) Expend the remaining 55% (\$28,927.25) of the total funding allocation by September 30, 2012.

**This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HCD.**

**The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.**

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

- E. **BENEFICIARIES:** Ensure that at least fifty-one percent (51%) of all beneficiaries under the program are of low- and moderate-income. Low and moderate income status may be proved through income certification where the activity requires information on income by family size unless the beneficiaries of the program are classified as a presumed low and moderate income population: abused children, battered spouses, elderly persons, adults meeting the definition of "severely disabled" in the Bureau of Census' Current Population Reports, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers. Client income eligibility determination, may include, but is not limited to: third-party verification of income such as the prior year income tax forms, pay stubs, or proof of eligibility for other forms of Federal financial assistance (TANF, reduced school lunch, subsidized daycare, subsidized housing assistance, etc). Each determination must have the income limits applied and point in time when the benefit was determined. All authentic (original) documents must be maintained in client files.
- F. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County.

- G. DRUG-FREE WORKPLACE: The Municipality shall provide a drug and alcohol free environment by developing policies for and carrying out a drug free program in compliance with the Drug-Free Workplace Act of 1988.

**II. THE COUNTY AGREES TO:**

- A. Reimburse the Municipality an amount not to exceed a maximum of **\$52,595** for designated deliverables, consisting of completed case files for Full Rehabilitation and Demolition. Reimbursement will be tied to the HCD Capital, Real Estate and Inspection Services (CREIS) Section's acceptance of work claimed. Deliverables which have been approved by CREIS will be forwarded for reimbursement. Case files which are approved for reimbursement shall consist of all required credentials, documents and executed forms as may be required by CREIS to document performance of the activity to be reimbursed.

Invoices must also include a Record of Case Files Submitted for Reimbursement (EXHIBIT C), with Columns A, B and C completed by the City of Pahokee. CREIS may change the documentation requirements at any time during the term of this agreement; and CREIS shall make final determination of the acceptability of all deliverables for reimbursement. The City of Pahokee shall complete all tasks of the Scope of Work of the activity as described in this exhibit and in the Description of Work and Annual Performance Goals above, including those tasks which are to be performed after submission of the deliverable to CREIS, without additional reimbursement. The following reimbursement rates will apply:

**Full Housing Rehabilitation**

- Upon approval of case file by the CREIS section and approval of the bid by the HCD Director..... \$3,506 per approved Case File
- Upon completion of all rehabilitation activities and presentation of the applicant's closeout statement..... \$5,259 per file closeout

**Demolition**

- Upon acceptance and approval of demolition file to HCD..... \$1,753 per approved Case File

- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, may be conducted by HCD staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

LETTERHEAD STATIONERY

TO: Housing and Community Development, Director  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

FROM: Name of Subrecipient:  
Address:  
Telephone:

SUBJECT: INVOICE REIMBURSEMENT - R-20\_\_ -

---

Attached, you will find Invoice # \_\_\_\_\_, requesting reimbursement in the amount of \$ \_\_\_\_\_. The expenditures for this invoice covers the period through \_\_\_\_\_. You will also find attached documentation relating to the expenditures involved.

\_\_\_\_\_  
Approved for Submission

**EXHIBIT "C"**

**Record of Case Files Submitted for Reimbursement**

Note: Municipality completes columns A, B and C, only.

Invoice # \_\_\_\_\_ ; Page \_\_\_\_\_ of \_\_\_\_\_ Pages

A Name & Address	B Activity	C			D Disapproval Indicated by AX@ in box below (CREIS Manager or Designee)	HCD CREIS Review Approval for Reimbursement indicated by Signature of CREIS Manager or Designee
		Submission	Closeout	Demolition		
						Approved for reimbursement:
						Approved for reimbursement:
						Approved for reimbursement:
						Approved for reimbursement:
						Approved for reimbursement:

I have reviewed all case files listed above and have found the file(s) indicated by my approval signature to be eligible for reimbursement under the City of Pahokee CDBG Agreement (R2011- \_\_\_\_\_) with HCD.

\_\_\_\_\_  
Manager, Capital, Real Estate and Inspection Services, HCD

\_\_\_\_\_  
Date

**EXHIBIT "D"**

**DIRECT BENEFITS ACTIVITIES**

**Palm Beach County Housing and Community Development**

Subrecipient/Program Name: \_\_\_\_\_ Agreement: R20 - \_\_\_\_\_ Month/Year Reported: \_\_\_\_\_

	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:										
		Income:					Racial/Ethnic Characteristics:					Female Headed Households
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic		
								This Month	YTD	This Month	YTD	
Total Unduplicated Number Served This Month:	*					White:						
						Black/African American:						
						Asian:						
						American Indian/Alaskan Native:						
						Native Hawaiian/Other Pacific Islander:						
						American Indian/Alaskan Native & White:						
						Asian & White:						
						Black/African American & White:						
						Am. Indian/Alaskan Native & Black African Am:						
						Other Multi-Racial:						This Month
Total Unduplicated Number Served Year- to-Date (YTD):	**				**	TOTAL	*	**				YTD

Revised August 2007; Previous editions are obsolete.

\* These totals must agree.

\*\* These totals must agree with each other and be consistent with any previously submitted figures.

EXHIBIT "E"

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R20 \_\_\_\_\_ Month Covered: \_\_\_\_\_

Municipality:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Municipality from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Municipality if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:





**EXHIBIT "F"**

ORGANIZATION: CITY OF PAHOKEE PROGRAM: FY 2011-12 PALM BEACH COUNTY CDBG				CONTACT NAME: DERREK MOORE TITLE: CITY MANAGER PHONE: 561-924-5534 EXT. 23											
<b>A. PERSONNEL EXPENSES</b>															
<b>Salaries:</b>															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (City of Pahokee)	% Alloc to Program	Other Funding (Please Specify)	Total
Community Dev. Asst. Director		\$35,007.00	60%	\$21,004.00		\$0		\$0		\$0		\$14,003.00	40%	\$0	\$35,007.00
Community Dev. Coordinator		\$28,250.00	100%	\$28,250.00		\$0		\$0		\$0		\$0		\$0	\$28,250.00
		\$63,257.00		\$49,254.00		\$0		\$0		\$0		\$14,003.00		\$0	\$63,257.00
<b>Fringe Benefits:</b>															
Life Insurance				\$234.00		\$0		\$0		\$0		\$0		\$0	\$234.00
Retirement				\$3,107.00		\$0		\$0		\$0		\$56.00		\$0	\$3,163.00
FICA				\$0		\$0		\$0		\$0		\$4,839.00		\$0	\$4,839.00
				\$3,341.00		\$0		\$0		\$0		\$4,895.00		\$0	\$8,236.00
<b>Sub-Total Personnel</b>				\$52,595.00		\$0		\$0		\$0		\$18,898.00		\$0	\$71,493.00
<b>B. OPERATING COSTS</b>															
<b>1 Professional Fees</b>															
	Audit Fees			\$0		\$0		\$0		\$0		\$6,742.00		\$0	\$0
	Other			\$0		\$0		\$0		\$0		\$1,500.00		\$0	\$0
<b>2 Insurance</b>															
				\$0		\$0		\$0		\$0		\$4,220.00		\$0	\$0
<b>3 Supplies</b>															
				\$0		\$0		\$0		\$0		\$1,400.00		\$0	\$0
<b>4 Communications/Postage/Shipping</b>															
				\$0		\$0		\$0		\$0		\$1,230.00		\$0	\$0
<b>5 Utilities</b>															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>Subtotal Operating Costs</b>				\$0		\$0		\$0		\$0		\$15,092.00		\$0	\$15,092.00
<b>TOTAL PROGRAM BUDGET</b>				\$52,595.00		\$0		\$0		\$0		\$33,990.00		\$0	\$86,585.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2012

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> World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835		<b>CONTACT NAME:</b> Patti Dirmyer <b>PHONE (A/C, No, Ext):</b> (407) 445-2414 <b>FAX (A/C, No):</b> (407) 445-2868 <b>E-MAIL ADDRESS:</b> patti.dirmyer@wrmlc.com <b>PRODUCER CUSTOMER ID #:</b> 00000039	
<b>INSURED</b> City of Pahokee 207 Bacom Point Road Pahokee FL 33746-1861		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: PRM/One Beacon Ins	NAIC # 21970
		INSURER B: PRM/Tower Ins Co	44300
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL1072300331 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	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRM 09-012	10/1/2011	10/1/2012	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRM 09-012	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nt) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	PRM 09-012	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		N/A					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>Auto Physical Damage</b>			PRM 09-012	10/1/2011	10/1/2012	Comp \$1000 Ded.	
							Call \$1000 Ded.	

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

With respects to the listed coverages held by the named insured, as evidence of insurance, for the Housing and Community Development/Community Development Block Grant Program of Palm Beach County

**CERTIFICATE HOLDER****CANCELLATION**

elowery@pbcgov.org  Palm Beach County Board of County Commiss Ed Lowery, Director 100 Australian Avenue Suite 500 West Palm Beach, FL 33406	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  Andrew Cooper/PATTI <i>A. Cooper</i>
---	---

ACORD 25 (2009/09)  
INS025 (200909)

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DATE (MM/DD/YYYY)  
3/7/2012

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<b>INSURED</b> City of Pahokee 207 Bacom Point Road Pahokee FL 33746-1861		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: PRM/One Beacon Ins 21970 INSURER B: PRM/Tower Ins Co 44300 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL1072300331 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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRM 09-012	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRM 09-012	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRM 09-012	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Auto Physical Damage</b>			PRM 09-012	10/1/2011	10/1/2012	Comp \$1000 Ded. Coll \$1000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 With respects to the listed coverages held by the named insured, as evidence of insurance, for the Housing and Community Development/Community Development Block Grant Program of Palm Beach County

<b>CERTIFICATE HOLDER</b> elowery@pbcgov.org Palm Beach County Board of County Commiss Ed Lowery, Director 100 Australian Avenue Suite 500 West Palm Beach, FL 33406	<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 Andrew Cooper/PATTI
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2012

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> World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835		<b>CONTACT NAME:</b> Patti Dirmyer <b>PHONE (A/C, No, Ext):</b> (407) 445-2414 <b>FAX (A/C, No):</b> (407) 445-2868 <b>E-MAIL ADDRESS:</b> patti_dirmyer@wrmlc.com <b>PRODUCER CUSTOMER ID #:</b> 00000039															
<b>INSURED</b> City of Pahokee 207 Bacom Point Road Pahokee FL 33746-1861		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: PRM/One Beacon Ins</td> <td>21970</td> </tr> <tr> <td>INSURER B: PRM/Tower Ins Co</td> <td>44300</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: PRM/One Beacon Ins	21970	INSURER B: PRM/Tower Ins Co	44300	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**

CERTIFICATE NUMBER: CL1072300331

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRM 09-012	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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**CERTIFICATE HOLDER****CANCELLATION**

elowery@pbcgov.org

Palm Beach County Board of County Commiss  
 Ed Lowery, Director  
 100 Austrailian Avenue  
 Suite 500  
 West Palm Beach, FL 33406

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

Andrew Cooper/PATTI

ACORD 25 (2009/09)  
INS025 (200909)

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