

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	\$1,329,603				
External Revenues	(\$1,233,165)				
Program Income (County)	(\$96,438)				
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes X No

Budget Account No.:

DRI3: Pahokee Hous. Auth.:

Fund 1108 Dept 143 Unit 1422 Object 8101 Prog Code/Period DR39A-GY07: \$1,233,164.60


NSP1: Community Land Trust of Palm Beach County, Inc.:

Fund 1109 Dept 143 Unit 1423 Object 8201 Prog Code/Period NS40B-PI/GY08: \$96,438.10

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

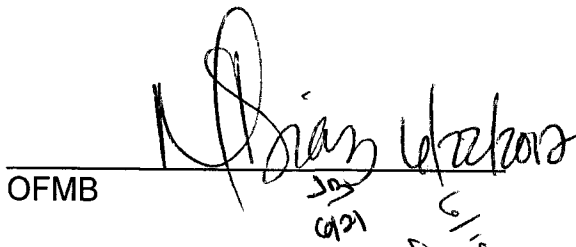
Approval of this agenda item will allocate \$1,233,164.60 to the Pahokee Housing Authority and an additional \$96,438.10 to the Community Land Trust of Palm Beach County, Inc.

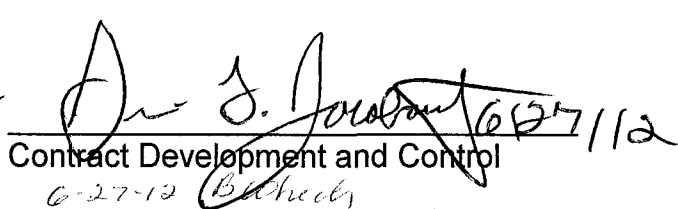
C. Departmental Fiscal Review:

 6-14-12
Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

 6/15/12
OFMB

 6-27-12
Contract Development and Control

B. Legal Sufficiency:

 6/28/12
Senior Assistant County Attorney

C. Other Department Review:

Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

PAHOKEE HOUSING AUTHORITY, INC.

04-23-2012

THIS AGREEMENT entered into this _____ day of _____, _____, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the Pahokee Housing Authority, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 465 Friend Terrace, Pahokee, FL 33476, and its Federal Tax Identification number as 59-6001624.

WHEREAS, Palm Beach County has entered into Contract Number 08DB-D3-10-60-01-A07 with the State of Florida, Department of Economic Opportunity (DEO), in connection with the State's 2005 Disaster Recovery Initiative Program and the Supplemental Appropriation thereto, which the State is implementing for the use of grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program; and

WHEREAS, the Pahokee Housing Authority, Inc. was allocated certain funds under Contract Number 08DB-D3-10-60-01-A07 to implement specified activities under the 2005 Disaster Recovery Initiative Program and the Supplemental Appropriation thereto; and

WHEREAS, Palm Beach County desires to engage the Pahokee Housing Authority, Inc. to implement the activities associated with the funds allocated to it.

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

PART I

DEFINITIONS, PURPOSE AND APPLICABLE CONDITIONS

A. DEFINITIONS

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
- (3) "DES" means Palm Beach County Department of Economic Sustainability.
- (4) "Agency" means the Pahokee Housing Authority, Inc..
- (5) "State" means the State of Florida, Department of Economic Opportunity (DEO)
- (6) "Contract" means Contract Number 08DB-D3-10-60-01-A07 between Palm Beach County and the State of Florida, Department of Economic Opportunity.
- (6) "DES Approval" means the written approval of the DES Director or his designee.
- (7) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

B. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement.

C. APPLICABLE CONDITIONS

The Agency shall be bound by the Contract to the extent applicable to this Agreement. Furthermore, the conditions applicable to the activities undertaken in connection with this Agreement shall include but not be limited to those listed below (as they may be amended from time to time). Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Agency, shall not relieve the Agency of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Agency of any such applicable regulation, statute, ordinance, or any other document, and to require the Agency to comply with the same.

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| <p>Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;</p> <p>Florida Small and Minority Business Act, s 288.702-288.714, F.S.;</p> <p>Florida Coastal Zone Protection Act, s 161.52-161.58, F.S.;</p> <p>Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;</p> <p>Title I of the Housing and Community Development Act of 1974, as amended;</p> <p>Treasury Circular 1075 regarding drawdown of CDBG funds;</p> <p>Sections 290.0401-290.049, F.S.;</p> <p>Rule Chapter 9B-43, Fla Admin. Code.;</p> <p>Department of Community Affairs Technical Memorandums;</p> <p>HUD Circular Memorandums applicable to the Small Cities CDBG Program;</p> <p>Single Audit Act of 1984;</p> <p>National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;</p> <p>National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R., part 800);</p> <p>Preservation of Archaeological and Historical Data Act of 1966;</p> <p>Executive Order 11593 - Protection and Enhancement of Cultural Environment;</p> <p>Reservoir Salvage Act;</p> <p>Safe Drinking Water Act of 1974, as amended;</p> <p>Endangered Species Act of 1958, as amended;</p> <p>Executive Order 12898 - Environmental Justice</p> <p>Executive Order 11988 and 24 C.F.R. Part 55- Floodplain Management;</p> <p>The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s 1251 et. seq.);</p> <p>Executive Order 11990 - Protection of Wetlands;</p> <p>Coastal Zone Management Act of 1968, as amended;</p> <p>Wild and Scenic Rivers Act of 1968, as amended;</p> <p>Clean Air Act of 1977;</p> <p>HUD Environmental Standards (24 C.F.R. Part 58);</p> <p>Farmland Protection Policy Act of 1981;</p> <p>Clean Water Act of 1977;</p> <p>Davis - Bacon Act;</p> <p>Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;</p> <p>The Wildlife Coordination Act of 1958, as amended;</p> <p>The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.;</p> <p>Noise Abatement and Control: Departmental Policy Implementation, Responsibilities and Standards, 24 C.F.R. Part 51, Subpart B;</p> | <p>Flood Disaster Protection Act of 1973, P.L. 92-234;</p> <p>Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;</p> <p>Coastal Zone Management Act of 1972, P.L. 92-583;</p> <p>Architectural and Construction Standards;</p> <p>Architectural Barriers Act of 1968, 42 U.S.C. 4151;</p> <p>Executive Order 11296, relating to the evaluation of flood hazards;</p> <p>Executive Order 11288, relating to prevention, control and abatement of water pollution;</p> <p>Cost-Effective Energy Conservation Standards, 24 C.F.R., Part 39;</p> <p>Section 8 Existing Housing Quality Standards, 24 C.F.R., Part 882;</p> <p>Coastal Barrier Resource Act of 1982;</p> <p>Federal Fair Labor Standards Act, 29 U.S.C. s. 201 et. seq.;</p> <p>Title VI of the Civil Rights Act of 1964 - Non-discrimination;</p> <p>Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;</p> <p>Age Discrimination Act of 1975;</p> <p>Executive Order 12892 - Fair Housing;</p> <p>Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;</p> <p>Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R., Part 8;</p> <p>Executive Order 11063 - Equal Opportunity in Housing;</p> <p>Executive Order 11246 - Non-Discrimination;</p> <p>Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment /Training of Lower Income Residents and Local Business Contracting;</p> <p>Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 100-17, and 49 C.F.R. Part 24;</p> <p>Copeland Anti-Kickback Act of 1924;</p> <p>Hatch Act;</p> <p>Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C. s. 1251 et. seq.);</p> <p>OMB Circulars A-87, A-122 and A-133, as revised;</p> <p>Administrative Requirements for Grants, 24 C.F.R. Part 85;</p> <p>Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12;</p> <p>Emergency Rule 9BER05-2, CDBG Disaster Recovery Funds;</p> <p>HUD program requirements for disaster recovery projects as published in Federal Register, Vol. 69, No. 237 (December 10, 2004) [Docket No. FR-4959 - N-01].</p> |
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PART II

A. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency has proposed rehabilitation in the form of hurricane hardening, activities determined to **Housing Rehabilitation, Multi - Family Residential** (24 Code of Federal Regulations 570.202). The Agency certifies that the eligible activities carried out under this Agreement will satisfy a National Objective by benefitting a low and moderate income persons on a **low and moderate housing benefit basis** as described in the scope of work in Exhibit "A", and as defined in 24 Code of Federal Regulations 570.208(a)(3).

B. SCOPE OF SERVICES

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

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENTA. MAXIMUM COMPENSATION

The Agency agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$1,233,164.60 (more specifically detailed in Exhibit "A" hereto) for the period of March 15, 2012, through and including October 21, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Additional Compensation: The Parties agree that, upon the County's determination, and without further amending this Agreement, the County may modify the above allocation to account for eligible costs resulting from bid prices, change orders, or other circumstances impacting the cost of the project. In the event the County determines that a reallocation should occur, the County will complete the "County Authorization to Revise Budget Allocation", outlined in Exhibit "F", as attached hereto and made a part hereof. Further, the County shall immediately forward the completed Exhibit to the Agency via U.S. First Class Mail at the address described herein.

B. 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 under State Contract Number 08DB-D3-10-60-01-A07, and any amendments thereto. If funds cease to be available under said Contract, the County shall be relieved from providing funds under this Agreement. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required under Contract Number 08-DB-D3-10-60-01-A07 shall be completed by the Agency prior to October 21, 2012.

C. METHOD OF PAYMENT

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

Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Agency may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Agency during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Agency through this agreement are still available for payment, and provided that DES approves such payment.

D. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

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

(2) FINANCIAL ACCOUNTABILITY

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

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(4) PURCHASING

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

(5) REPORTS, AUDITS, AND EVALUATIONS

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

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

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

(7) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All change orders;
- (c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A.

(8) PROGRAM - GENERATED INCOME

The Agency 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 Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to DES on an monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to DES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency 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 Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency'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

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Agency agrees that no person shall on the ground of race, color, disability, national origin, ancestry, religion, age, familial status, marital status, sex, sexual orientation, or gender identity or 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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

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

C. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of the project funded through this Agreement must be low- and moderate- income persons. The project funded under this

Agreement shall assist the above beneficiaries for the time period designated in this Agreement and contained its exhibits. The Agency shall maintain documentation in its files demonstrating that it has met the above requirement and provide written verification of compliance to DES upon DES's request.

D. EVALUATION AND MONITORING

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

E. AUDITS AND INSPECTIONS

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

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

F. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

G. REVERSION OF ASSETS

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

H. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall be made available to the County by the Agency at any time upon request by the County or DES. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event the Agency shall keep all documents and records for six (6) years after expiration of this Agreement.

I. INDEMNIFICATION

The Agency shall protect, defend, reimburse, indemnify and hold the County and the State, their agents, their employees and elected officers harmless from and against any and 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 the performance of the terms of this Agreement, or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the State or the Federal Government arising out of the conduct of activities and administration of Agency.

J. INSURANCE

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

(1) COMMERCIAL GENERAL LIABILITY

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

(2) BUSINESS AUTOMOBILE LIABILITY

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

(3) WORKERS' COMPENSATION INSURANCE

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

(4) ADDITIONAL INSURED

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Economic Sustainability". The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(5) CERTIFICATE OF INSURANCE

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of this Agreement by the County. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s). The Agency shall deliver the certificate(s) to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

(6) RIGHT TO REVIEW AND ADJUST

The Agency shall agree that the County, by and through its Risk Management Department, in cooperation with the Department of Economic Sustainability

Development, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

K. MAINTENANCE OF EFFORT

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

L. CONFLICT OF INTEREST

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

M. CITIZEN PARTICIPATION

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

N. RECOGNITION

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

O. AGREEMENT DOCUMENTS

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

- (1) This Agreement, including its Exhibits; which the County may revise from time to time, as required;
- (2) Office of Management and Budget Circulars A-110, A-122, A-133, and 24CFR Part 84
- (3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (6) Florida Statutes, Chapter 112;
- (7) Palm Beach County Purchasing Code;
- (8) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended;
- (9) The Agency's personnel policies and job descriptions;
- (10) The Agency's incorporation Certificate and Articles of Incorporation;
- (11) The Agency's By-laws;

- (12) The Agency's Certificate of Insurance;
- (13) Current list of the Agency's officers and members of its Board of Directors;
- (14) Proof of the Agency's 501(c)(3) certification from the Internal Revenue Service, and
- (15) Contract #08DB-D3-10-60-01-A07 between Palm Beach County and the State of Florida, Department of Economic Opportunity.

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

P. TERMINATION

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

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

(1) TERMINATION FOR CAUSE

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

(2) TERMINATION DUE TO CESSATION

In the event the grant to the County under the Contract is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the State specifies.

Q. 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.

R. AMENDMENTS

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

S. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on page one (1) of this Agreement.

T. INDEPENDENT AGENT AND EMPLOYEES

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

U. NO FORFEITURE

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

waive any of the said rights.

V. PUBLIC ENTITY CRIMES

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

W. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

X. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty-seven (27) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

Y. ENTIRE UNDERSTANDING

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

04-23-2012

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

(AGENCY SEAL BELOW)

PAHOKEE HOUSING AUTHORITY, INC.

By: Vera Hopson
Vera Hopson, Chair

By: Julia Hale
Julia Hale, Executive Director

By: _____
Attorney for Agency
(Signature Optional)

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

**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: Shannon R. LaRocque-Baas
Shannon R. LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Economic Sustainability

By: Tammy K. Fields
Tammy K. Fields
Senior Assistant County Attorney

By: Journey Beard
Journey Beard, Director of Contract
Development and Quality Control

EXHIBIT "A"
WORK PROGRAM NARRATIVE

I. THE AGENCY AGREES TO:

- A. **PROFESSIONAL SERVICES:** The Agency, at its own expense, shall retain the services of an architectural/engineering consultant (a Florida professional engineer or a Florida registered architect) for this project to provide design services and created plans and specifications for the McClure Village Project in the City of Pahokee. The consultant shall also prepare, obtain and review bids, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor. The Agency's architectural/engineering consultant for this project shall also provide the below described certification upon completion of the project.
- B. **SCOPE OF WORK:** The scope of this project subject to funding availability shall include the following items, all undertaken at the Agency's seventy-five (75) unit housing development known as McClure Village, located at 301 Eisenhower Rd., Pahokee, Florida:

Rehabilitation Budget: \$1,233,164.60

Rehabilitation in the form of hurricane hardening improvement for at least sixty-nine (69) units at McClure Village which includes, at a minimum, the improvements listed below:

- (1) Supply and installation of hurricane protection measures which includes the removal and replacement of existing exterior doors and windows with impact resistant doors and windows, as well as any repairs (on the inside and outside) to the walls surrounding the openings necessitated from the removal and replacements, or to meet applicable building codes.
- (2) Porch strengthening and anchoring to resist uplift from hurricane wind forces including the repair and replacement of porch roofing, strengthening or changing the porch supports and associated anchoring to the porch slab/footings.
- (3) Re-roofing including replacement of the finished roof, repairs to and re-nailing the roof decking, and repairs to associated roof components such as fascia and trusses.

The construction plans and contract documents detailing the hurricane hardening improvements for at least the sixty-nine (69) units noted above were received by DES on October 18, 2011 and submitted to DEO for approval on October 19, 2011.

The Agency agrees that, upon the County's determination, and without further amending this Agreement, the County may increase/decrease the above allocation for eligible costs resulting from bid prices, change orders or other circumstances impacting the cost of the project. In the event the County determines that a reallocation should occur, the County will complete "County Authorization to Revise Budget Allocation", outlined in Exhibit "F" as attached hereto and made a part hereof. Further, the County shall immediately forward the completed Exhibit to the Agency via U.S. First Class mail at the address described herein.

NOTE 1: The Agency hereby declares that all of the housing units at McClure Village are occupied by residential tenants of the Agency, and that the Agency does not anticipate that any of these tenants will be temporarily or permanently displaced as a result of the construction work being funded under this Agreement. The Agency acknowledges that the funds made available under this Agreement are Federal CDBG funds, and that the use of these funds for the project described herein renders the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) applicable to this project, and will ensure that, when applicable, all federal requirements pertaining to relocation are met. The Agency shall provide to DES a copy of all relevant documentation, as determined by DES.

All such relocation assistance payments shall be paid by the Agency from its own resources. The Agency acknowledges and agrees that should the temporary or permanent displacement of any tenant become necessary, DES may withhold its final payment under this Agreement

until DES is assured that the Agency has complied with URA.

NOTE 2: The Agency shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Agency may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Agency such waiver.

NOTE 3: Construction work that has been approved for bidding by DES shall be advertised for bid for a period of not less than twelve (12) days.

NOTE 4: The Agency shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DES.

NOTE 5: The Agency shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Agency shall obtain DES approval prior to awarding the construction contract to be funded through this Agreement. The Agency recognizes that DES must obtain the approval of the State before DES is able to approve the award of the construction contract, and the Agency hereby covenants that it shall plan its contract award process to allow for the necessary time to fully accomplish this approval process. After awarding such contract, the Agency shall obtain DES approval prior to executing any change orders to such contract. Furthermore, after awarding the construction contract, the Agency shall provide DES with a copy of the executed contract, and within thirty (30) days from the execution of the construction contract, the Agency shall provide DES with a copy of the prime contractor's schedule for the completion of the construction work under the contract.

NOTE 6: Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs through this Agreement, then the Agency shall fund all amounts in excess of the amount to be funded by the County. The Agency shall not request the County for reimbursement of any of the County's funds for construction costs until after it has expended all amounts in excess of the amount to be funded by the County.

NOTE 7: The Agency shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Agency shall only request reimbursement for materials and equipment that have been installed.

NOTE 8: Upon completion of the project, the Agency shall cause its architectural/engineering consultant to provide DES a written certification. Such certification shall indicate that the project has met the specifications of the design, as may have been amended by change order, and the date of completion of construction.

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

- C. INCOME QUALIFICATIONS AND OCCUPANCY REQUIREMENTS: The Agency assures the County that, in connection with the project to be funded through this Agreement, it is a public housing agency (a Public Housing Authority) funded by U.S. HUD. The Agency acknowledges that as such, it must comply with certain U.S. HUD requirements including income qualifying the occupants of the housing units at McClure Village Apartments according to U.S. HUD income guidelines. As a public housing agency funded by U.S. HUD, the Agency warrants to the County that it meets the below stated occupancy requirements without further documentation to be submitted to the County in connection with this Agreement.

During the term of this Agreement, the Agency shall assure that at least fifty-one percent (51%) of the dwelling units found in the McClure Village Apartments must be occupied by low income households whose household incomes are at eighty percent (80%), or less, of the

PAHOKEE HOUSING AUTHORITY

median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES in its sole discretion.

Nevertheless, should the County and/or the State wish to verify the Agency's records in connection with its compliance with the above stated occupancy requirements, then the Agency shall allow the County and/or the State to examine the Agency's records as provided for herein. The Agency's failure to comply with its above obligations, may be regarded as a basis for termination of this Agreement, and may be regarded as a default under the Declarations of Restriction attached hereto. In the event of a default under the Declaration of Restrictions, Agency shall pay to County an amount equal to the amount of funds expended by County on the location which is the subject of the default.

- D. ASBESTOS REQUIREMENTS: The Agency shall comply with all applicable requirements contained in Exhibit "E", attached hereto, for construction work in connection with the project funded through this Agreement.
- E. DAVIS - BACON ACT: The Agency shall request the County to obtain a Davis - Bacon wage decision for the project prior to advertising the construction work. The Agency shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- F. BONDING REQUIREMENTS: The Agency shall comply with the requirements of OMB Circular A-110 and 24 CFR Part 84 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$100,000, the Agency shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$100,000, the Agency shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Agency may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$100,000, or less.
- G. CONSTRUCTION PAYMENT RETAINAGE: Throughout the term of this contract, the Agency shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Agency shall not release such retainage until it has obtained written approval from DES that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES. **In the event that Agency has failed to provide satisfactory and DES-approved project closeout documentation within thirty (30) days of the project completion, DES may recapture these funds.**
- H. FORMER PROJECTS: The Agency shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- I. PERFORMANCE BENCHMARKS: The time frame for completion of the outlined activities shall be October 21, 2012, as previously outlined in this Agreement. The Agency shall implement the activities of the project described herein according to the Performance Benchmarks shown in Exhibit "G" attached hereto.
- J. REPORTS: The Agency shall submit to DES reports as described below:
 - (a) MONTHLY REPORT: The Agency shall submit to DES detailed monthly progress reports in the form provided as Exhibit "B" to this Agreement. Each report must account for the total activity for which the Agency is funded under this Agreement. The progress reports shall be used by DES to assess the Agency's progress in

implementing the project.

- (b) **SEMI-ANNUAL REPORT:** The Agency shall submit to DES detailed semi-annual reports in the form provided as Exhibit "C" to this Agreement. During the term of this Agreement, the Agency shall each 31st day of March submit such report for the prior six month period beginning on the preceding 1st day of October, and ending on said 31st day of March. In addition, during the term of this Agreement, the Agency shall each 30th day of September submit such report for the prior six month period beginning on the preceding 1st day of April, and ending on said 30th day of September.
 - (c) **OTHER REPORTS:** The Agency agrees to submit to DES any other reports required by the State in connection with activities undertaken through this Agreement including, but not limited to, reports associated with Section 3.
- K. **USE OF THE PROJECT FACILITY/PROPERTY:** The Agency agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that it will comply with the provision of Exhibit "D". Upon execution of this Agreement the Agency shall execute and deliver to the County Exhibit "D", which the County shall record in the public records. Recording fees associated with this Exhibit shall be charged to the project budget identified in this Agreement.
- L. **SECTION 3 REQUIREMENTS:** The Agency agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Agency shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who receive HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

II. THE COUNTY AGREES TO:

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$1,233,164.60. However, the County shall not provide any funding for the construction work until the Agency provides documentation showing that sufficient funds are available to complete the project.
- B. Provide project administration and inspection to the Agency to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DES, be conducted by DES staff or its contractor, and will serve to ensure compliance with State and U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in II.A above:
 - (a) Costs of asbestos surveys, Negative Exposure Assessments (NEA), asbestos abatement, required newspaper advertisements for the procurement of these asbestos - related services, and abatement monitoring, incurred both prior to and after the effective date of this Agreement;
 - (b) Costs of advertisement for the construction contracting services, incurred both prior to and after the effective date of this Agreement; and
 - (c) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement, as determined to be eligible and approved b DEO.

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

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EXHIBIT "B"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY

MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: _____
Subrecipient Name:	Pahokee Housing Authority
Project Name:	McClure Village – Hurricane Hardening
Report Prepared By:	_____
	Name _____ Signature _____ Date _____

BUDGETING AND EXPENDITURES

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

Amounts Expended to Date:

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

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

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

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Describe any problems encountered during this reporting period: _____

Other comments: _____

I, _____, do hereby certify that the Pahokee Housing Authority has met all of its Monthly Performance Requirements (Exhibit "G") referenced in the Agreement during this reporting period.

Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CREIS
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT "C"
PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
CONTRACTUAL OBLIGATIONS AND MBE REPORT

Project Name:	Pahokee Housing Authority	Report Date:	Page _____ of _____ Pages
Report Period:	<input type="checkbox"/> October 1, 20____, to March 31, 20____. <input type="checkbox"/> April 1, 20____, to September 30, 20____.	Prepared By:	

(1) Contractor/Subcontractor name and address (fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. that are funded under the agreement for this project. All Contractors and subcontractors (with contracts over \$10,000) that are paid with CDBG funds must be included. Do not list previously reported information.	(2) Prime Contractor Employer Identification Number *	(3) Subcontractor Employer Identification Number (see below)	(4) Amount of Contract or Subcontract	(5) Type of Trade Code (1 thru 3) (see below)	(6) Contractor or subcontractor Racial/Ethnic Code (1 thru 6) (see below)	(7) WBE (yes or no)	(8) Section 3 (yes or no)
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
(3) When subcontractor employer identification is used, information in columns 4 through 8 must reflect the subcontractor information, not the prime contractor's information; also include the prime contractor's employer identification number. * Employer identification number or social security number		(5) Type of Trade Codes: 1 = New Construction (including rehab, water, and sewer) 2= Education/Training 3= Other (including supply, professional services and other activities except construction and education/training)		(6) Racial/Ethnic Code: 1=White American 4= Hispanic American 2= Black American 5= Asian/Pacific American 3= Native American 6=Hasidic Jews (7) WBE = Women Business Enterprise			

EXHIBIT "D"

Return to:
Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: Tammy Fields,
Senior Assistant County Attorney

DECLARATION OF RESTRICTIONS

The undersigned, Pahokee Housing Authority, Inc., having its principal office at 465 Friend Terrace, Pahokee, FL 33476, hereinafter referred to as "Declarant", for the property described below, in consideration of funding in the amount of One Million Two Hundred Thirty-Three Thousand One Hundred Sixty-Four Dollars and Sixty Cents (\$1,233,164.60) received from the Palm Beach County Board of County Commissioners (the "County") does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, and described as:

Legal Description of Property:

BEGIN AT THE NORTH ¼ CORNER OF SECTION 19 – TOWNSHIP 42 SOUTH – RANGE 37 EAST PALM BEACH COUNTY, FLORIDA; THENCE SOUTH AT RIGHT ANGLES TO THE SECTION LINE 1318.07 FEET; THENCE EAST 154.83 FEET; THENCE NORTH EASTERLY ALONG A CURVE TO THE RIGHT WHOSE TANGENT AHEAD BEARS N 30° 38' 15" E. WHOSE RADIUS IS 1,030 FEET AND DELTA EQUALS 4° 44' 45" FOR A DISTANCE OF 25.19 FEET TO THE POINT OF TANGENT; THENCE N 30° 38' 15" E 1287.73 FEET; THENCE N 6° 14' E 189.98 FEET; THENCE WEST 843.67 FEET ALONG THE NORTH LINE OF SECTION 19 TO THE POINT OF BEGINNING

Property Control Number(s): 48-37-42-19-00-000-1210

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

County.

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

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

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

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

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

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

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

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

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

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

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

8. Declarant relinquishes all rights to alter, amend, modify, or release these covenants prior to the completion of the ten (10) year period described above.

PAHOKEE HOUSING AUTHORITY

Executed this _____ day of _____, 20__.

PAHOKEE HOUSING AUTHORITY, INC.

(DO NOT SIGN THIS EXHIBIT)

(AGENCY SEAL ABOVE)

By: _____
Vera Hopson, Chair

By: _____
Julia Hale, Executive Director

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

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

(DO NOT SIGN THIS EXHIBIT)

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

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

(DO NOT SIGN THIS EXHIBIT)

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

EXHIBIT "E"ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Economic Sustainability
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting.
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM).
- Joint compound shall be analyzed as a separate layer.
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos.

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting.
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents).
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.

If the Agency has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Agency or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Agency.

III. ASBESTOS ABATEMENT**A. RENOVATION**

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Agency must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Agency or by DES upon request.

- (c) If the Agency contracts the asbestos abatement, the following documents are required to be provided to the DES.
 - 1. An Asbestos Abatement Specification (Work Plan),
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (d) If the Agency requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Agency.

- (a) Asbestos Abatement work may be contracted by the Agency or by DES upon request.
- (b) If the Agency contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan),
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Agency requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Agency or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Agency or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Agency shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Agency or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Agency.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy of it shall be included in the Agency's post job documentation submitted to DES. All fees shall be paid by the Agency.

Palm Beach County Department of Health
 Asbestos Coordinator
 800 Clematis Street
 Post Office Box 29
 West Palm Beach, Florida 33402

V. **APPLICABLE ASBESTOS REGULATIONS/GUIDELINES**

The Agency, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices Under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Dept of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

EXHIBIT "F"

COUNTY AUTHORIZATION TO REVISE BUDGET ALLOCATION

Subrecipient	
Agreement Date / R#	
Amendment(s) Date / R#	
Current Allocation	
Grant Program	
Account Number	

Project Scope	
Project Status	
Justification	
Amount (+/-)	
Source of Funds	
Account Number	

Special Conditions (if applicable)

Pursuant to Section _____ of the above referenced grant agreement between _____ and Palm Beach County, the funds allocated to this project are hereby increased (decreased) by \$ _____, resulting in a revised project allocation of \$ _____.

Approved by: _____ Date: _____
 Journey Beard,
 Director of Contract Development and Quality Control

Approved by: _____ Date: _____
 Shairette Major,
 Fiscal Manager

Approved by: _____ Date: _____
 Ed Lowery,
 Director, DES

Authorized by: _____ Date: _____
 Shannon LaRocque-Baas
 Assistant County Administrator

EXHIBIT "G"PERFORMANCE BENCHMARKS

Activity 5 – Pahokee Housing Authority (PHA) – Hurricane Hardening – McClure Village	
Performance Benchmarks	Date
Contract Award by PHA/ Construction Start	May 1, 2012
Construction Monitoring/Site Visits/ Davis-Bacon Compliance Interviews/ Weekly Payroll Reviews – Ongoing Tasks	May 15, 2012
Construction Monitoring/Site Visits/ Davis-Bacon Compliance Interviews/ Weekly Payroll Reviews – Ongoing tasks – Draw Requests (Draw Estimate: \$298,733)	June 15, 2012
Construction Monitoring/Site Visits/ Davis-Bacon Compliance Interviews/ Weekly Payroll Reviews – Ongoing tasks – Draw Requests (Draw Estimate: \$250,000)	July 15, 2012
Construction Monitoring/Site Visits/ Davis-Bacon Compliance Interviews/ Weekly Payroll Reviews – Ongoing tasks – Draw Requests (Draw Estimate: \$250,000)	August 15, 2012
Construction Monitoring/Site Visits/ Davis-Bacon Compliance Interviews/ Weekly Payroll Reviews – Ongoing tasks – Draw Requests (Draw Estimate: \$250,000)	September 15, 2012
Project Completion/Engineer's Certificate of Completion; Final Payroll Reviews/Final Payment (Draw Estimate: 188,957)	October 1, 2012

The Benchmarks noted above are used by the County to evaluate Pahokee Housing Authority's performance under this Agreement. Failure to meet these goals may result in the County's recapture of the grant funds financing this project. Following DEO approval, these benchmarks may be updated by DES to reflect an accurate timeline of project completion.

**AMENDMENT 004 TO THE AGREEMENT
WITH
HOUSING PARTNERSHIP, INC.**

[APR 18 2012]

Amendment 004 entered into this ____ day of _____, 20____, by and between Palm Beach County and Housing Partnership, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with Housing Partnership, Inc., on April 1, 2010 (R2010-0900), as amended on March 15, 2011, by Amendment 001 (R2011-0390) and by Amendment 002 (R2011-0391), and as amended on October 31, 2011, by Amendment 003 (R2012-0126), to provide \$809,868.03 of Neighborhood Stabilization Program Grant funds for the acquisition and rehabilitation of properties; and

WHEREAS, the parties wish to modify the Agreement, and:

WHEREAS, both parties mutually agree that the original Agreement entered into on April 1, 2010, as amended, is hereby further amended as follows:

A. PART 1 – Section 1(5) - Definitions:

The parties recognize that the County has changed the name of Palm Beach County Housing and Community Development to Palm Beach County Department of Economic Sustainability. Accordingly, the term "HCD" as it appears in the Agreement, Amendment 001, Amendment 002, and Amendment 003, is hereby deleted and replaced with the term "DES" which shall mean Palm Beach County Department of Economic Sustainability.

B. EXHIBIT J - Mortgage and Restrictive Covenants:

Delete Exhibit J and replace it with Exhibit J.1 as attached hereto.

C. EXHIBIT A.1 - Section J - Resale Of Properties Acquired For Owner Occupants:

Delete the contents of Section J in Exhibit A.1 and replace them with the following:

For properties acquired by the Agency for resale, the Agency shall market the availability of such properties to persons likely to meet the definition of Very-Low Income Households (or Middle Income Households, as applicable). The Agency shall sell the single family detached dwelling, and ancillary improvements situated on the property to homeowners according to the income level associated with each property as established herein. The Agency shall provide guidance and information to prospective Very-Low Income Households (or Middle Income Households, as applicable) regarding the financial arrangements between the Agency and such prospective homeowners, and regarding the ownership structure proposed for the property, and to assist such prospective homeowners in seeking financing for the purchase of the property.

The Agency shall, at the closing, cause each DES approved prospective purchaser to execute a Mortgage and Restrictive Covenants, included herein as Exhibit J.1. In exchange for the receipt of said Mortgage and Restrictive Covenants the County shall release the Declaration of Restrictions encumbering the dwelling unit. The release of the restrictions created by the Declaration of Restrictions shall be accomplished by means of the execution and delivery at closing of a Release of Restrictions, included herein as Exhibit K. Furthermore, the execution and delivery of said Release of Restrictions is hereby delegated to the County Administrator, or his designee, and shall not require any further action by the Palm Beach County Board of County Commissioners.

The County recognizes that the approved prospective purchasers may seek funding for the purchase of the dwelling unit, and that such funding is anticipated to be secured by mortgage instrument(s) to be held by an independent institutional mortgage lender(s). During the term of this Agreement, should such proposed independent institutional mortgage holder request that its mortgage be held in a superior position to the County's interest in the dwelling unit as established through the aforesaid Mortgage and Restrictive Covenants, the Agency shall request the County in writing on behalf of the approved prospective purchaser to, concurrent with the release of its interest in such Declaration of Restrictions, accept the aforesaid Mortgage and Restrictive Covenants in a subordinate position to that of the independent institutional mortgage holder.

The Agency shall record the Release of Restrictions and the Mortgage and Restrictive Covenants in the public records of Palm Beach County, and thereafter cause the original Mortgage and Restrictive Covenants to be provided to the County.

1. The Resale Price and DES Approval:

The Agency shall, after obtaining DES written approval, sell each property it acquires for resale at a price acceptable to DES. The Resale Price shall be the lesser of the appraised value of the property as determined in connection with the resale transaction, or the sum of NSP funds expended by DES on such property. **The Agency shall obtain DES approval of the Resale Price of each property acquired by the Agency for resale.**

2. Homebuyer Subsidy:

The Agency shall provide a Homebuyer Subsidy to each prospective homebuyer who is purchasing a property acquired by the Agency for resale and whose income eligibility has been approved by DES as described below. The Homebuyer Subsidy shall be equivalent to thirty percent (30%) of the Resale Price of the property and shall be provided at the closing for the sale of the property. The Homebuyer Subsidy may be used to reduce a homebuyer's principal loan amount, pay closing costs, pay a portion of the down payment required by the homebuyer's mortgage lender, or another use as determined by DES. The Homebuyer Subsidy amount shall be secured by the herein described Mortgage and Restrictive Covenants in favor of the County.

3. Income Verification and Affordability Review of Prospective Homeowner:

The Agency shall income-certify each prospective purchaser of each property intended for resale in order to determine that the household is income qualified at the income level associated with the desired property, subject to DES approval. The Agency shall certify the income qualification by submitting to DES all income information collected from the prospective purchaser, and shall use the Part 5 method to determine income qualification. Upon request, DES shall provide a template for income calculation worksheet based on Part 5 definitions of determining income. At such time, the Agency shall also determine whether the financial obligations that will result from the proposed purchase will be affordable to such prospective purchaser.

Affordability shall be regarded as being achieved if no more than thirty-five percent (35%) of the prospective purchaser's gross household income will be expended at the time of occupancy on the sum of the mortgage principal and interest, real estate taxes, property insurance, and homeowner association fees.

After the Agency has income certified each prospective purchaser, the Agency shall submit said documentation to DES for approval. Such income certification shall be valid for a six (6) month period after which the Agency shall be required to obtain an updated income certification if the prospective purchaser has not closed on the acquisition of the desired property. Updated income certifications shall be submitted to DES for approval.

4. Mandatory Counseling:

Prior to closing, each prospective purchaser shall attend the required eight (8) hour housing counseling classes given by a HUD-certified counseling agency identified by DES. As a pre-condition for authorization to closing, the prospective purchaser must obtain a certificate evidencing that the prospective purchaser has successfully completed such classes. A copy of such certificate shall be provided to DES, and shall clearly state that it has been issued by a HUD-certified counseling agency.

5. Closing Statement:

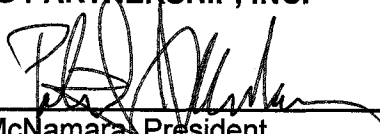
In order to assure that the above specified requirements for the conveyance of properties acquired by the Agency hereunder for resale have been met, the Agency shall, prior to the closing for each such property, provide the closing statement to DES for approval. The Agency shall not proceed with closing unless DES has approved the closing statement for each sale.

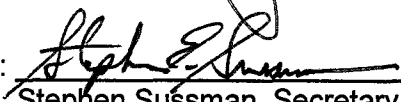
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NOW THEREFORE, 1) all items in the Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed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

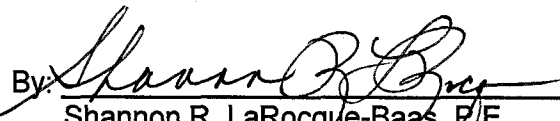
(AGENCY SEAL BELOW)

HOUSING PARTNERSHIP, INC.


By: 
Pat McNamara, President

By: 
Stephen Sussman, Secretary

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

By: 
Shannon R. LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

By: 
Tammy K. Fields
Senior Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

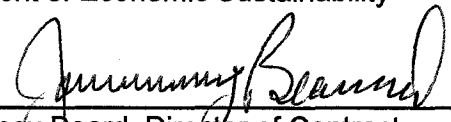
By: 
Journey Beard, Director of Contract
Development and Quality Control

EXHIBIT J.1

Return to: Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: Tammy K. Fields,
Senior Assistant County Attorney

MORTGAGE AND RESTRICTIVE COVENANTS

THIS MORTGAGE and Restrictive Covenants (hereinafter referred to as "Mortgage") is made this _____ day of _____, 20____, by _____, his/her/their successors and heirs, hereinafter "Participant".

WHEREAS, the Participant has been approved by Palm Beach County to acquire title to the below-described real property, located, situate, and being in Palm Beach County, Florida:

LEGAL DESCRIPTION HERE

(hereinafter referred to as "Property")

WHEREAS, Palm Beach County provided funding to _____ Agency _____ to acquire and rehabilitate the Property, and

WHEREAS, _____ Agency _____, in compliance with its obligations to Palm Beach County, and in exchange for the receipt of said funding to acquire and rehabilitate the Property, has sold the Property to the Participant at a price approved by Palm Beach County, and

WHEREAS, the Participant has applied to Palm Beach County for approval to purchase the Property from _____ Agency _____, and has been approved by Palm Beach County to purchase the Property, and

WHEREAS, to enable the Participant to purchase the Property, Palm Beach County has caused the provision of a subsidy valued at \$ _____ to the Participant, and

WHEREAS, in exchange for said approval by Palm Beach County, and the receipt of said subsidy, the Participant hereby agrees to purchase the Property subject to certain restrictive covenants hereinafter set forth in favor of:

**PALM BEACH COUNTY, a political subdivision of the State of Florida,
acting by and through its Board of County Commissioners (the "County").**

NOW THEREFORE, in accord and with the foregoing exchange of covenants and consideration, the Participant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth.

1. The Participant shall occupy the Property without undue delay, and reside in the Property as the Participant's principal place of residence for a continuous period of fifteen (15) years from the date first above written, except as otherwise approved in writing by the County on a case by case basis when conditions make compliance with these covenants infeasible as determined by the County in its sole discretion.
2. The Participant shall permit reasonable inspections of the Property at reasonable times by the County or its agents, when deemed necessary by the County, for the purpose of determining compliance with the terms of this Mortgage.
3. The Property, or any part thereof, or interest therein, may not be rented leased, or occupied by persons other than the Participant and family as described in the application submitted by the applicant to the County, except as an extension of such original household unit and not as a separate household unit.
4. Title to the Property may be voluntarily transferred by the Participant to another Participant only if such other Participant has been approved by the County in its sole discretion in writing as being a low/moderate income household or the then equivalent as defined by the U. S. Department of Housing

and Urban Development. Such other approved Participant shall then abide by these covenants for the remainder of the fifteen (15) year term.

5. In the event the Property is leased, rented, or otherwise not occupied by the Participant, or in the event title to the Property is otherwise voluntarily or involuntarily transferred or conveyed to a person or persons not approved in writing by the County as another Participant, at any time during the aforesaid fifteen (15) year term, then the Participant hereby agrees to pay the County \$ _____, at the time of occurrence of any such event.

6. The term of these restrictive covenants shall expire upon the completion of the fifteen (15) year occupancy requirement as set forth above. Upon compliance by the Participant of all the terms and conditions as set forth in this Mortgage, the County shall, upon request by the Participant, and at the County's expense, prepare and record a Certificate of Compliance releasing the Participant and Property from the obligations set forth in this Mortgage.

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

- A. Non-performance by the Participant of any covenant contained herein;
- B. Failure of the Participant to perform any covenant, agreement, term or condition in any instrument including a lien upon the Property or part thereof; and
- C. The County's discovery of Participant's failure, in the application submitted to the County by the Participant, to disclose any fact deemed by the County to be a material fact on the basis of which the Participant was qualified under said program, or the County's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Participant.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Participant of its determination that the Participant is in default of the terms of this Mortgage, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Mortgage, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County, at its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Participant to the County in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the property which may be foreclosed if not discharged and satisfied within six (6) months of expenditure of such funds by the County. The County shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

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

- A. Forfeiture of all Participant's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Mortgage.
- B. Due and unpaid real estate taxes, assessments, charges and penalties for which the Participant is obligated to pay.

In addition to a remedy set forth herein, the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right of remedy available under this Mortgage shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. Participant shall pay any reasonable expenses, including reasonable attorney's fees and cost incurred by the County, in connection with the exercise of any right or remedy by the County, under this Mortgage and the preparation and delivery of notices required hereunder.

The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Mortgage shall not bar or breach any of the County's rights or remedies on any subsequent default. Before the County shall pursue any of its rights or remedies under this Mortgage, the County shall first give Participant written notice of the default complained of which such notice shall be given to the Participant at the address of the Property. Participant shall then have ten (10) working days from the date such notice is given to cure or correct any default.

9. The Participant shall cause this Mortgage to be recorded in the Public Records of Palm Beach County, Florida.

10. All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by the messenger, courier service, or national overnight delivery service, telecopied or faxed, or

alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5 PM on a business day and on the next business day if transmitted after 5 PM or a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

A. County:
Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

B. Participant:

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness Name: _____ Witness Signature: _____
Witness Name: _____ Witness Signature: _____

Participant Name: _____ Participant Signature: _____
Participant Name: _____ Participant Signature: _____

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

**AMENDMENT 004 TO THE AGREEMENT
WITH
COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**

04-23-2012

Amendment 004 entered into this _____ day of _____, 2012, by and between **Palm Beach County** and **Community Land Trust of Palm Beach County, Inc.**

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2010-0903) with the Community Land Trust of Palm Beach County, Inc., on April 1, 2010, as amended on March 15, 2011, by Amendment 001 (R2011-0395) and Amendment 002 (R2011-0396), and as amended on October 28, 2011, by Amendment 003 (R2012-0128) (herein collectively known as "Agreement") to provide \$1,019,413.60 of Neighborhood Stabilization Program Grant funds for the acquisition and rehabilitation of properties; and

WHEREAS, the parties wish to modify the Agreement to increase the funding by \$96,438.10; and

WHEREAS, both parties mutually agree that the Agreement entered into on April 1, 2010, as amended, is hereby further amended as follows:

A. PART I – SECTION 1(5) – DEFINITIONS

The parties recognize that the County has changed the name of Palm Beach County 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" which shall mean Palm Beach County Department of Economic Sustainability.

A. PART III. 1. – MAXIMUM COMPENSATION

Replace "\$1,019,413.60" with "1,115,851.70."

B. PART IV – SECTION 24 – PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Delete the entire section and replace with the following:

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.


C. EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION IIA – THE COUNTY AGREES TO:

Replace "\$1,019,413.60" with "1,115,851.70."


NOW THEREFORE, 1) all items in the 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.

(AGENCY SEAL BELOW)

**COMMUNITY LAND TRUST OF
PALM BEACH COUNTY, INC.**


By: 
Cindee LaCourse-Blum
Executive Director

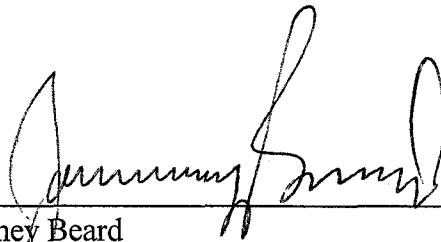
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY COMMISSIONERS**

By: 
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and Legal
Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Tammy K. Fields
Senior Assistant County Attorney

By: 
Journey Beard
Director of Contract Development and Quality
Control

GENERAL LIABILITY INS

Housing Authority Insurance Group
P.O. Box 189
Cheshire, CT 06410

CERTIFICATE OF INSURANCE

ID: 221

Issue Date: 07/13/2011

Insured: Pahokee Housing Authority

Address: 465 Friend Terrace
Pahokee, FL 33476-3476

Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-221-104807-2011	General Aggregate: \$ 2,000,000
[X] Coverage A: Bodily Injury and Property Damage Liability: Occurrence	Effective Date: 09/30/2011 12:01 AM	Per Occurrence: \$ 1,000,000
[X] Coverage B: Personal and Advertising Injury Liability: Occurrence	Expiration Date: 09/30/2012 12:01 AM	Personal and Adv Inj: \$ 1,000,000
[X] Coverage E: Mold, Other Fungi or Bacteria Liability: Claims Made Retro Date: 9/30/03		Fire Damage Sub-Limit: \$ 50,000
		Athletic Sport Sub-Limit
		Per Occurrence: \$ 250,000
		Aggregate: \$ 250,000
		Mold, Other Fungi or Bacteria: \$ 100,000

Description: Proof of Insurance

Certificate Department of Housing and Urban Development
Holder: 451 7th Street, S.W.
Washington, DC 20410

Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE 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 CLAIMS PAID. 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 ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.



Signature of Authorized Representative

TRAVELERS 

AUTO MOBILE

One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
HIS AUTO PROGRAM
COMMON POLICY DECLARATIONS
ISSUE DATE: 08/01/11
POLICY NUMBER: BA-345D8868-11-HPR

INSURING COMPANY:
THE PHOENIX INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
PAHOKEE HOUSING AUTHORITY
465 FRIEND TERRANCE
PAHOKEE, FL 33476

2. POLICY PERIOD: From 09/30/11 to 09/30/12 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS

Loc. No.	Premises Bldg. No.	Occupancy	Address
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4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL AUTOMOBILE CDV PART DECLARATIONS
CA TO 01 02 07 PHX

5. NUMBERS OF FORMS AND ENDORSEMENTS
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

7. PREMIUM SUMMARY:

Provisional Premium	*\$ 21,302
Due at Inception	\$ 21,302
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:
HIS-AUTO PROGRAM (BP035)
PO BOX 189
CHESHIRE, CT 064100189

COUNTERSIGNED BY:


Authorized Representative

DATE: AUG 09 2011

IL TO 02 11 89(REV. 09-07)
OFFICE: HOP-HTFD/XS

PAGE 1 OF 1



AUTOMOBILE

THE HOUSING AUTHORITY RISK RETENTION GROUP

Excess Following Form Liability Policy
Declarations Page

Policy Number: 10-0221-11-00-000A

The limit of our liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

Item 1. **Name Insured: Pahokee Housing Authority**
Address: 465 Friend Terrace
Pahokee, FL 33476

Item 2. **Policy Period:** From: 09/30/2011 To: 09/30/2012
12:01 a.m. standard time at the address of the named insured shown above.

Item 3. **Premium:** \$5,852 Flat Charge Adjustable
(See Premium Schedule)

Item 4. **Limits of Liability:**
\$700,000 each accident

Item 5. **Underlying Policy(s) and Limits:**

Policy Number	Limits	Company
BA-345D8868-11-HPR	\$300,000	The Phoenix Insurance Company

Item 6. As of the first day of the Policy Period shown above, the entire contract between the Name Insured and Housing Authority Risk Retention Group, Inc. consists of this Policy, this Declarations page and any riders or endorsements listed below.

(Portions Copyright Insurance Services Office, Inc.)

WOLCERCOMP DNS

ISSUED BY THE STOCK INSURANCE COMPANY HEREIN CALLED THE COMPANY

COMMERCE AND INDUSTRY INSURANCE COMPANY
15172

AGENT NUMBER

0075190-00

POLICY NUMBER

WC 009-77-4171

013-82-0911-10

INCORPORATED UNDER THE LAWS OF NEW YORK

ITEM 1. NAMED INSURED: MAILING ADDRESS IDENTIFICATION NO.:

PAHOKEE HOUSING AUTHORITY
465 FRIEND TER
PAHOKEE, FL 33476-1941

CHARTIS 

A Chartis company

EXECUTIVE OFFICES:
175 Water Street
New York, NY 10038

SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610

ID# 094010195

FL UI#:

PRODUCERS NAME AND ADDRESS

WORKERS COMPENSATION AND EMPLOYERS
LIABILITY POLICY INFORMATION PAGE

PMC INSURANCE AGENCY INC.
50 CABOT STREET
PO BOX 920179
NEEDHAM, MA 02492-0002

INSURED IS
NON PROFIT

PREVIOUS POLICY NUMBER
RENEWAL 009774171

OTHER WORKPLACES NOT SHOWN ABOVE: SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610

ITEM 2 POLICY PERIOD 12:01 A.M. standard time at the insured's mailing address FROM 09/30/11 TO 09/30/12

ITEM 3 A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
FL

B. Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in Item 3.A.
The limits of our liability under Part Two are:
Bodily Injury by Accident \$ 1,000,000 each accident
Bodily Injury by Disease \$ 1,000,000 policy limit
Bodily Injury by Disease \$ 1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
AK AL AR AZ CA CO CT DC DE GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH
NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI WV

D. This policy includes these endorsements and schedules:
SEE EXTENSION OF ITEM 3.D. OF THE INFORMATION PAGE - WC990612

ITEM 4 The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Remuneration		Rate Per \$100 OF Re-muneration	Estimated Premium	
		<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> 3 Year		<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> 3 Year

SEE EXTENSION OF ITEM 4. OF THE INFORMATION PAGE - WC7754

EXPENSE CONSTANT (EXCEPT WHERE APPLICABLE BY STATE) \$200 FL
MINIMUM PREMIUM \$400 FL TOTAL ESTIMATED ANNUAL PREMIUM \$23,835

If indicated below, interim adjustments of premium shall be made:

Semi-Annually Quarterly Monthly

DEPOSIT PREMIUM

08/19/11 PARSIPPANY

82



Issue Date

Issuing Office

Authorized Representative

WC 00 00 01A

39967 (Rev'd 04/08)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2011

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 Wells Fargo Insurance Services USA Inc 2054 Vista Parkway, Suite 400 West Palm Beach FL 33411-2718	CONTACT NAME: PHONE (A/C No. Ext): (561) 655-5500 FAX (A/C No.): (561) 655-5509 E-MAIL ADDRESS: sharleen.otcoole@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Parent-Child Center, Inc, Housing Partnership, Inc & Community Partnership Group 1001 W. Blue Heron Blvd Riviera Beach FL 33404 (561) 841-3500	INSURER A: Comp Options Insurance Company 10834	
	INSURER B: Great American Ins Company 16691	
	INSURER C: Illinois National Insurance Comp 23817	
	INSURER D: Granite State Insurance Company 23809	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 232712 **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.

SR	TR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY					
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		06LX0064377627000	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input checked="" type="checkbox"/> Professional Liab					MED EXP (Any one person) \$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
		AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 3,000,000
		<input type="checkbox"/> ANY AUTO		06CA006267985700	10/1/2011	10/1/2012	Professional \$ 1MIL/3MYL
		<input type="checkbox"/> ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> Owned PP Au					BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> UMBRELLA LIAB		02UD0054199437000	10/1/2011	10/1/2012	PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> EXCESS LIAB					\$
		<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	01B33210D34302	10/1/2011	10/1/2012	E.L. EACH ACCIDENT \$ 100,000
			N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
		Directors & Officers		EPP9427274	10/1/2011	10/1/2012	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured: Palm Beach County, Florida, A Political Subdivision of the State of Florida Board of County Commissioners.

CERTIFICATE HOLDER	CANCELLATION
Planning & Capital Improvements Department of Housing & Community Development Attn: Amin Houry, Manager 100 Australian Ave #500 West Palm Beach FL 33410	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 <i>Sharleen Otcoole</i>



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS

DATE (MM/DD/YYYY)

04/26/12

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 The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach, FL 33483 Michael Bottcher	561-276-5221	CONTACT NAME: Cindee LaCourse-Blum
	561-276-5244	PHONE (A/C No, Ext): 561-318-8442 FAX (A/C, No): 561-656-7551
		E-MAIL ADDRESS: clacourse-blum@cltcfpbc.org
		PRODUCER CUSTOMER ID #: COMMU01
INSURER(S) AFFORDING COVERAGE		
INSURER A : Alterra Excess & Surplus		NAIC #
INSURER B : Nautilus Insurance Company		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Community Land Trust of Palm Beach County, Inc.
2240 Palm Beach Lakes Blvd 302
West Palm Beach, FL 33409

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		MAX024906000356	03/25/12	03/25/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
A	AUTOMOBILE LIABILITY			MAX024906000054	03/25/12	03/25/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input 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						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
 Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing & Community Development shall be included as additional insured with respects to General Liability. The carrier will endeavor to notify holder within 30 days of cancellation, except 10 days for non-payment per FL Statute.

CERTIFICATE HOLDER	CANCELLATION
PALM001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Palm Beach County Board of County Commissioners c/o Dept of Housing & Comm Dev 100 Australian Ave Ste 500 West Palm Beach, FL 33406	AUTHORIZED REPRESENTATIVE <i>M. Sauer</i>

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ACORD 25 (2009/09)

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***Community Land Trust
of Palm Beach County, Inc.***
2240 Palm Beach Lakes Blvd, Suite 302
West Palm Beach, Florida 33409

October 26, 2011

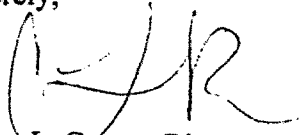
Edward Lowery, Director
Housing and Community Development
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

Dear Mr. Lowery:

In accordance with Florida Statute Chapter 440, the CLT of PBC has fewer than four employees, and therefore, is not required to maintain Workers Compensation Insurance and has elected to decline the coverage.

I can be reached by phone at (561)318-8430 or e-mail at clacourse-blum@cltofpbc.org to discuss this further.

Sincerely,



Cindee LaCourse-Blum, Executive Director
Community Land Trust of Palm Beach County, Inc.

OFFICERS:

Hazel Lucas
President - Florida
Rural Legal Services

Maziar Keshavarz
Vice President -
Keshavarz and
Associates

John Templeton
Treasurer -
Templeton &
Company, LLP

Brian Hinners
Secretary -
Auburn Group

DIRECTORS:

Christina Morrison-
Pearce
Southdale Properties
Inc.

Angela Usher
School District of
Palm Beach County

Tim Wheat
Pinnacle Housing
Group

Ph: (561)233.3683, Fax: (561)656-7551