

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	\$149,607				
External Revenues	(\$149,607)				
Program Income					
In-Kind Match					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes X No _____

Pahokee Housing Authority: NSP3 (McClure Village)
Fund 1113 Dept 143 Unit 1428 Object 8201 Program Code/Period: N330/GY10: (\$21,649.90)

HTG McClure LLC: NSP3 (McClure Village)
Fund 1113 Dept 143 Unit 1428 Object 8201 Program Code/Period: N330A/GY10: \$21,649.90

West Palm Beach Housing Authority: DRI3 (Newton Woods)
Fund 1108 Dept 143 Unit 1422 Object 8201 Program Code/Period: DRI337/GY07: \$ 40,256

West Palm Beach Housing Authority: DRI4 (Colony Oaks)
Fund 1106 Dept 143 Unit 1427 Object 8201 Program Code/Period: DRI42/GY08: \$109,351


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

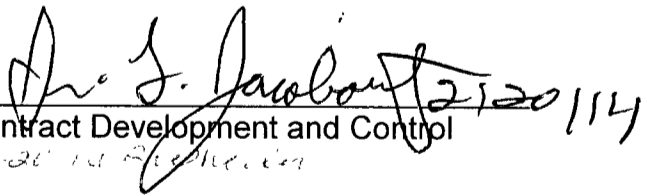
This item will decrease the allocation to the Pahokee Housing Authority by \$21,649.90, increases the allocation to HTG McClure LLC by the same amount, and allocates an additional \$149,607 to the West Palm Beach Housing Authority.

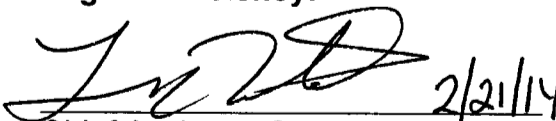
C. Departmental Fiscal Review: _____
Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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


OFMB
2/13/14


Contract Development and Control
2-20-14

B. Legal Sufficiency:

Chief Assistant County Attorney 2/21/14

C. Other Department Review:

Department Director

Background and Justification: (Continued from Page 1)

On June 27, 2012, the County entered into an Agreement (R2012-1252) with the City of Riviera Beach, as amended, by Amendment No. 001 (R2012-1803) on September 11, 2012, by Amendment No. 002 (R2013-0143) on December 10, 2012, by Amendment No. 003 (R2013-0914) on March 12, 2013, and by Amendment No. 004 (R2013-0915) on June 11, 2013, to provide \$1,105,745 in DRI2 funds for the implementation of a housing rehabilitation program.

On June 6, 2012, the County entered into an Agreement (R2012-1254) with the West Palm Beach Housing Authority, as amended by Amendment No. 001 (R2013-0922) on May 6, 2013, to provide \$740,744 in DRI4 funds for hurricane hardening improvements at the Newton Woods housing complex.

On August 27, 2011, the County entered into an Agreement (R2011-1796) with the West Palm Beach Housing Authority, as amended by Amendment No. 001 (R2012-1260) on June 12, 2012, by Amendment No. 002 (R2013-0146) on December 13, 2012, by Amendment No. 003 (R2013-0923) on May 6, 2013, to provide \$703,098 in DRI4 funds for infrastructure improvements at the Colony Oaks and Southridge housing complexes.

On July 2, 2013, the Board of County Commissioners (BCC) approved the Economic Development Bond Financing Program Participation Criteria for the Industrial Revenue Bonds Program which provided for the execution of Memoranda of Understanding with bond underwriters who process and place Industrial Revenue Bonds, 501-C-3 Bonds and taxable bonds.

**AMENDMENT 001 TO LOAN AGREEMENT
WITH
NOAH DEVELOPMENT CORPORATION**

Amendment 001 entered into on JAN 10 2014, by and between **Palm Beach County** ("County") and **NOAH Development Corporation**, a Florida not-for-profit corporation ("Borrower").

WITNESSETH:

WHEREAS, the County entered into an Agreement (R2013-1808) with the Agency on October 28, 2013, to provide \$500,000.00 of HOME entitlement funds to rehabilitate a portion of a 144-unit affordable apartment community known as Covenant Villas as such project is described more fully in the Agreement; and

WHEREAS, the Borrower has requested that County waive temporarily the requirement for windstorm insurance in order to allow the parties to close on the Loan; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. Borrower shall not be required to maintain windstorm insurance, either separately or as a covered peril in the property insurance, until June 1, 2014, at which time Borrower shall be responsible for complying completely with all insurance requirements as set forth in the Loan Documents.
3. Borrower understands and acknowledges that it is liable for any and all damage caused to the Premises, and that County's agreement to temporarily waive the requirement for windstorm insurance does not relieve Borrower of any liability or responsibility for damage, or place any responsibility for such on County.

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, Borrower and the County have caused this Amendment 001 to be executed on the date first above written.

WITNESSES:

[Signature]
Witness Signature

MILIND CHOKSHI
Print Witness Name

[Signature]
Witness Signature

Sherry Martin
Print Witness Name

BORROWER:

NOAH DEVELOPMENT CORPORATION, a Florida not-for-profit corporation

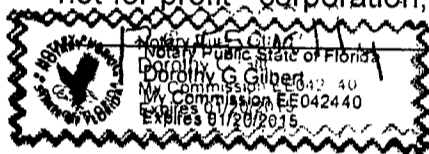
By: [Signature]
Edna McClendon, President

(SEAL)

Corporation not-for-profit

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Edna McClendon as President of NOAH Development Corporation, a Florida not-for-profit corporation, who is personally known to me, or who has produced know a as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: [Signature]
Notary Name: Dorothy G. Gilbert
Notary Public - State of Fla.

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

By: [Signature]
Shannon R. LaRocque
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

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

Approved as to Terms and Conditions
Department of Economic Sustainability

By: [Signature]
Sherry Howard
Deputy Director

**AMENDMENT 001 TO THE AGREEMENT
WITH
PAHOKEE HOUSING AUTHORITY**

Amendment 001 entered on JAN 10 2014 by and between **Palm Beach County** and the **Pahokee Housing Authority**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2013-0385) with the Pahokee Housing Authority on February 11, 2013, to provide \$39,021.50 of Neighborhood Stabilization (NSP3) funds for certain administrative costs associated with the construction of five (5) affordable rental housing units at McClure Village; and

WHEREAS, both parties wish to modify the Agreement to revise the funding allocation; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 4 - COMPENSATION

Replace "\$39,021.50" with "\$17,371.60" and replace "\$1,469,000" with "\$1,490,649.90".

C. SECTION 5 - TIME OF PERFORMANCE

Replace "\$39,021.50" with "\$17,371.60" and replace "\$1,469,000" with "\$1,490,649.90".

D. EXHIBIT "A" – WORK PROGRAM NARRATIVE - SECTION II (A) (3): THE AGENCY AGREES TO: OVERVIEW OF THE PROJECT

Delete this Section and replace with "The Agency has procured Housing Trust Group, LLC, who has caused the Developer to enter into an Agreement with the County, as amended, to receive \$1,490,649.90 in exchange for the construction of said five (5) affordable rental housing units on its Premises".

E. EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION II (I): THE AGENCY AGREES TO: REIMBURSEMENTS TO THE AGENCY

Replace "\$39,021.50" with "\$17,371.60".

F. EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION II (A): THE COUNTY AGREES TO


Replace "\$39,021.50" with "\$17,371.60" and replace "\$1,469,000" with "\$1,490,649.90".

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, Agency and County have caused this Amendment 001 to be executed on the date first above written

(AGENCY SEAL BELOW)

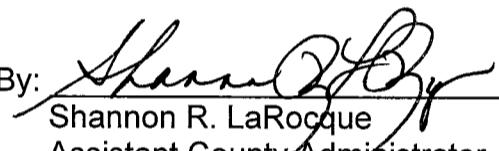
PAHOKEE HOUSING AUTHORITY

By: 
Vera Hopson, Chair

By: 
Julia Hale, Executive Director

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

**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Shannon R. LaRocque
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Tammy K. Fields
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director

**AMENDMENT 001 TO THE AGREEMENT
WITH
HTG McClure, LLC**

Amendment 001 entered on JAN 10 2014 by and between **Palm Beach County** and **HTG McClure, LLC**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2013-0386) with HTG McClure, LLC on February 11, 2013, to provide \$1,469,000 of Neighborhood Stabilization (NSP-3) funds for the construction of five (5) affordable rental housing units at McClure Village; and

WHEREAS, both parties wish to modify the Agreement to revise the funding allocation; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 1 – RECITALS

Replace "\$1,469,000" with "\$1,490,649.90".

C. SECTION 3 - THE GRANT AND GRANT EXPENDITURE REQUIREMENTS

Replace "\$1,469,000" with "\$1,490,649.90".

D. SECTION 5 – DISBURSEMENT OF THE GRANT

Replace "\$1,469,000" with "\$1,490,649.90".

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

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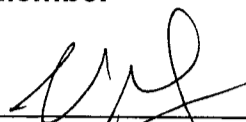
IN WITNESS WHEREOF, Agency and County have caused this Amendment 001 to be executed on the date first above written.

(AGENCY SEAL BELOW)

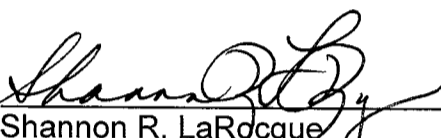


HTG McClure, LLC
a Florida Limited Liability Company

by: Housing Trust Group, LLC
Its Sole Member

By: 
Mathew Rieger, Manager

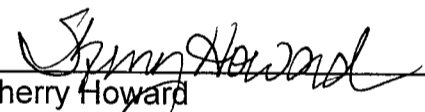
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY
COMMISSIONERS

By: 
Shannon R. LaRocque
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Tammy K. Fields
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director

**AMENDMENT 005 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH**

Amendment 005 entered into on DEC 13 2013, by and between **Palm Beach County** and the **City of Riviera Beach**.

WITNESSETH:

WHEREAS, **Palm Beach County** entered into an Agreement (2012-1252) with the **City of Riviera Beach** on June 27, 2012, as amended by Amendment 001 (R2012-1803) on September 11, 2012, by Amendment 002 (R2013-0143) on December 10, 2012, by Amendment 003 (R2013-0914) on March 12, 2013, and by Amendment 004 (R2013-0915) on July 11, 2013, to provide \$1,105,745 under the State of Florida's 2005 Disaster Recovery Initiative Program (DRI-2) for the use of Community Development Block Grant funds to implement a housing rehabilitation program; and

WHEREAS, the parties wish to modify the Agreement to extend the project completion date, and

WHEREAS, both parties mutually agree that the original Agreement, as amended, is hereby further amended, as follows:

A. PART III - SECTION 1 – MAXIMUM COMPENSATION:

Replace "December 14, 2013" with "September 20, 2014".

B. PART III - SECTION 2 – TIME OF PERFORMANCE:

Replace "December 14, 2013" with "September 20, 2014".

C. EXHIBIT "A" – WORK PROGRAM NARRATIVE - SECTION V: MONTHLY PERFORMANCE REQUIREMENTS:

Replace "December 14, 2013" with "September 20, 2014"; and

Replace "May to November, 2013" with "November 2013 to September 2014"; and


Replace "November and December, 2013" with "August and September, 2014".

NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

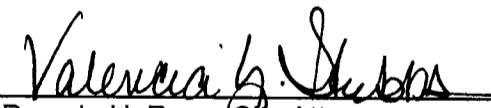
All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

By: 
Thomas A. Masters, Mayor

By: 
Carrie E. Ward, City Clerk

By: 
Pamala H. Ryan, City Attorney


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

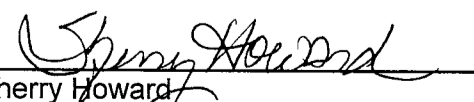
FOR ITS BOARD OF COUNTY COMMISSIONERS

By:  12-23-13
Shannon R. LaRoque
Assistant County Administrator

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Tammy K. Fields
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director

**AMENDMENT 002 TO THE AGREEMENT
WITH
WEST PALM BEACH HOUSING AUTHORITY**

Amendment 002 entered into on December 20, 2013, by and between **Palm Beach County** and **West Palm Beach Housing Authority**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2012-1254), with the West Palm Beach Housing Authority on June 6, 2012, as amended by Amendment 001 (R2013-0922) on May 6, 2013, to provide \$740,744 in 2008 Disaster Recovery Initiative Program (DRI-4) funds and \$150,000 in 2005 Disaster Recovery Initiative – Supplemental Appropriation Program (DRI-3) funds for hurricane hardening improvements at the Newton Woods Housing Development; and

WHEREAS, the Agreement provided for administrative extensions to the time of performance and was administratively extended through September 21, 2014, with a \$40,256 increase in the project's funding, by Modifications to the Grant Agreement between DEO and the County; and

WHEREAS, both parties desire to modify the original Agreement, as amended, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. PART III – SECTION 1 - MAXIMUM COMPENSATION

Replace "December 21, 2013" with "September 21, 2014" and replace "\$890,744" with "\$931,000".

C. PART III – SECTION 2 - TIME OF PERFORMANCE

Replace "December 21, 2013" with "September 21, 2014".

D. EXHIBIT A – WORK PROGRAM NARRATIVE - SECTION I.B.1 – PROJECT SCOPE

Replace "\$890,744" with "\$931,000".

E. EXHIBIT A – WORK PROGRAM NARRATIVE - SECTION I.I – MONTHLY PERFORMANCE BENCHMARKS

Delete the Monthly Performance Benchmark dates in this Section and replace them with the following:

I. MONTHLY PERFORMANCE BENCHMARKS: The time frame for completion of the outlined activities shall be:

Award Contract by	February 1, 2014
Start Construction by	March 1, 2014
Complete Construction by	July 31, 2014
Submit Final Reimbursement Request by	August 15, 2014

F. EXHIBIT A - SECTION II – THE COUNTY AGREES TO:

Replace "890,744" with "931,000".

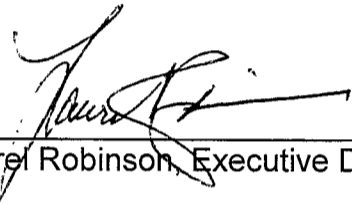
Except as modified by this Amendment 002, and previously, this Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, Agency and County have caused this Amendment 002 to be executed on the date first above written

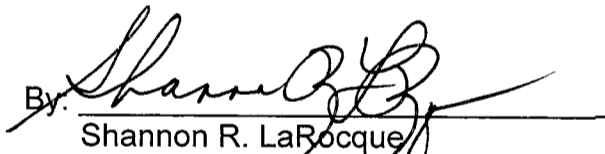
(AGENCY SEAL BELOW)

WEST PALM BEACH HOUSING AUTHORITY

By: 
Thyra Echols-Starr, Chair

By: 
Laurel Robinson, Executive Director


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

By: 
Shannon R. LaRocque
Assistant County Administrator

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Tammy K. Fields
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director

**AMENDMENT 004 TO THE AGREEMENT
WITH
WEST PALM BEACH HOUSING AUTHORITY**

Amendment 004 entered into on December 20, 2013, by and between **Palm Beach County** and **West Palm Beach Housing Authority**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2011-1796), with the West Palm Beach Housing Authority on August 27, 2011, as amended by Amendment 001 (R2012-1260) on June 12, 2012, Amendment 002 (R2013-0146) on December 13, 2012, and Amendment 003 (R2013-0923) on May 6, 2013, to provide \$703,098 in 2008 Disaster Recovery Initiative Program (DRI-4) funds and \$38,912 in 2005 Disaster Recovery Initiative – Supplemental Appropriation Program (DRI-3) funds for on-site infrastructure improvements at the Colony Oaks and Southridge Public Housing Developments; and

WHEREAS, both parties wish to modify this Agreement to, among other things, extend the time of performance and provide \$109,351 in additional funding through the 2008 Disaster Recovery Initiative Program (DRI-4); and

WHEREAS, both parties desire to modify the original Agreement, as amended, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. PART III – SECTION 1 - MAXIMUM COMPENSATION

Replace "December 21, 2013" with "September 21, 2014" and replace "\$742,010" with "851,361".

C. PART III – SECTION 2 - TIME OF PERFORMANCE

Replace "December 21, 2013" with "September 21, 2014".

D. EXHIBIT "A" – WORK PROGRAM NARRATIVE - SECTION I.B.1 and SECTION I.B.2 – PROJECT SCOPE

Delete these two Sections and replace them with the following:

(1) Southridge Infrastructure Improvements (\$377,161)

The Scope of this project and eligible reimbursements shall include on-site infrastructure improvements including removal and replacement of cement walkways, asphalt roadway, and parking lots within the Southridge Public Housing Development, located at 3725 Georgia Avenue in West Palm Beach. The area to be resurfaced is approximately 89,400 square feet, of which approximately 80,000 square feet is asphalt and approximately 9,400 square feet is concrete. All change orders must be approved by DES and DEO prior to approval and execution by the Agency. The Agency shall be responsible for all construction costs which exceed the above stated amount.

(2) Colony Oaks Housing Infrastructure Improvements (\$474,200)

The Scope of this project and eligible reimbursements shall include on-site infrastructure improvements, including removal and replacement of cement walkways, cement roadway, and parking lots located within the Colony Oaks Housing Development at 345 Haverhill Road in West Palm Beach. The area to be resurfaced with concrete is approximately 66,350 square feet. All change orders must be approved by DES and DEO prior to approval and execution by the Agency. The Agency shall be responsible for all construction costs which exceed the above stated amount.

E. EXHIBIT "A" – WORK PROGRAM NARRATIVE - PROJECT SCOPE:

Insert the following language: "NOTE 1: The parties acknowledge that the infrastructure improvements proposed at the Colony Oaks and Southridge sites will be installed utilizing individually procured construction contracts. The Agency's responsibilities contained in this Agreement shall apply to *each* construction contract".

F. EXHIBIT "A" – WORK PROGRAM NARRATIVE - SECTION I.I – MONTHLY PERFORMANCE BENCHMARKS

Delete the Monthly Performance Benchmark dates in this Section and replace them with the following:

I. MONTHLY PERFORMANCE BENCHMARKS: The time frame for completion of the outlined activities shall be as follows:

Colony Oaks

Award Construction Contract by	February 1, 2014
Start Construction by	March 1, 2014
Complete Construction by	August 1, 2014
Submit Final Reimbursement Request by	August 15, 2014

Southridge

Award Construction Contract by	April 1, 2014
Start Construction by	May 1, 2014
Complete Construction by	August 1, 2014
Submit Final Reimbursement Request by	August 15, 2014

G. EXHIBIT "A" – WORK PROGRAM NARRATIVE - SECTION II.A – THE COUNTY AGREES TO:

Replace "\$742,010" with "\$851,361".


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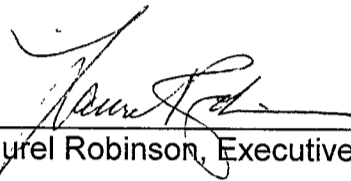
Except as modified by this Amendment 004, and previously, this Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 004 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, Agency and County have caused this Amendment 004 to be executed on the date first above written


(AGENCY SEAL BELOW)

**WEST PALM BEACH HOUSING
AUTHORITY**

By: 
Thyra Echols-Starr, Chair

By: 
Laurel Robinson, Executive Director

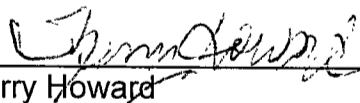
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Shannon R. LaRocque
Assistant County Administrator

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Tammy K. Fields
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2012

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

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


PRODUCER Housing Insurance Services P.O. Box 189 Cheshire, CT 06410	CONTACT NAME: Julius Whitehead PHONE (A/C, No, Ext): 800-873-0242 x415 E-MAIL ADDRESS: jwhitehead@housingcenter.com	FAX (A/C, No): 203-272-1334
	INSURER(S) AFFORDING COVERAGE	
INSURED Pahokee Housing Authority 465 Friend Terrace Pahokee, FL 33476-3476	INSURER A: Pheonix Insurance Company	
	INSURER B: Housing Authority Risk Retention Group	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-345D886812-HPR	09/30/2012	09/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			10-0221-12-00-000A	09/30/2012	09/30/2013	EACH OCCURRENCE \$ 700,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The following is listed as a certificate holder: Palm Beach County Board of County Commissioner, A Political Subdivision of the State of Florida, its Officers, Employees and Agents C/O Department of Housing and Economic Sustainability 301 North Olive Avenue #1201, West Palm Beach, FL 33401. With regards to McClure Village

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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**THIS IS A PLACEHOLDER
AN UPDATED CERTIFICATE
HAS BEEN REQUESTED**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2012

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

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

PRODUCER Housing Insurance Services Inc PO Box 189 Cheshire CT 06410		CONTACT NAME: Carolyn Bokon PHONE (A/C, No, Ext): (203) 272-8220 E-MAIL ADDRESS: cbokon@housingcenter.com FAX (A/C, No): (203) 271-2265	
INSURED Pahokee Housing Authority 465 Friend Terrace Pahokee FL 33476		INSURER(S) AFFORDING COVERAGE INSURER A: Commerce & Industry Insurance NAIC # 19410 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL12111303304 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. FECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A WC 009-77-4171	9/30/2012	9/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The following is listed as certificate holder: 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.

CERTIFICATE HOLDER Palm Beach County Board of County Commiss 301 N Olive Avenue #1201 West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ed Malaspina/CBOK
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ACORD 25 (2010/05)

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INS025 (201005) 01

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THIS IS A PLACEHOLDER
AN UPDATED CERTIFICATE
HAS BEEN REQUESTED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2014

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
Arthur J. Gallagher Risk Management Services, Inc.
8333 NW 53rd Street
Suite 600
Miami, FL 33166

1-305-592-6080

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
FAX (A/C, No):

INSURED
City of Riviera Beach
2051 Martin Luther King Blvd
3rd Floor
Riviera Beach, FL 33404

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	UNDERWRITERS AT LLOYDS	32727
INSURER B:	SAFETY NATL CAS CORP	15105
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 38246672

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PK1004713	10/01/13	10/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PK1004713	10/01/13	10/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SP 4049699	10/01/13	10/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

GL Limits: \$1,000,000 per occurrence inclusive of \$100,000 SIR
AL Limits: \$1,000,000 per occurrence inclusive of \$100,000 SIR
Company B WC Limit: Statutory excess of \$500,000 SIR
Company B EL Limit: \$1,000,000 excess of \$500,000 SIR

"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" are included as additional insured as respects General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions

CERTIFICATE HOLDER

Palm Beach County Department of Economic Sustainability
100 Australian Avenue, suite 500
West Palm Beach, FL 33406
USA

CANCELLATION

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

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

CERTIFICATE OF INSURANCE

ID: 361, Endorsement: 01-10A-08-2013-17

Issue Date: 04/18/2013

Insured: West Palm Beach Housing Authority

Address: 1715 Division Avenue
West Palm Beach, FL 33407-6289

Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-361-123080-2013	General Aggregate: \$ 5,000,000 Per Occurrence: \$ 5,000,000 Personal and Adv Inj: \$ 5,000,000 Fire Damage Sub-Limit: \$ 50,000 Athletic Sport Sub-Limit
[X] CoverageA: Bodily Injury and Property Damage Liability: <u>Occurrence</u>	Effective Date: 04/01/2013 12:01 AM	Per Occurrence: \$ 250,000 Aggregate: \$ 250,000
[X] CoverageB: Personal and Advertising Injury Liability: <u>Occurrence</u>	Expiration Date: 04/01/2014 12:01 AM	Mold, Other Fungi or Bacteria: \$ 100,000
[X] CoverageE: Mold, Other Fungi or Bacteria Liability: <u>Claims Made</u> Retro Date: 4/1/04		

Description: Palm Beach County Board of County Comm a Political Subdivision of the State of FL its Officers, Employees & Agts as Add'l Ins.

Certificate Holder: Palm Beach County Board of County Commissioners a Political Subdivision of the State of FL, Its Officers, Employees & Agts, c/o Dept of Housing and Comm Dev, 301 N. Oliver Ave West Palm Beach, FL 33401

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

Policy Change No. 01-10A-08-2013-17

Change Endorsement

Additional Insureds - Designated Person or Organization

Named Insured: West Palm Beach Housing Authority
Policy Number: HARRG-361-123080-2013
Policy Effective Date: 04/01/2013 - 04/01/2014
Issue Date: 04/18/2013
Premium: \$0

Effective From: 04/01/2013 at the time of day the policy becomes effective.

Commercial Liability

The Insurance is Amended as follows:

This Endorsement modifies insurance provided under the following Coverage Section(s):

Bodily Injury and Property Damage Liability - Coverage Section A
Personal and Advertising Injury Liability - Coverage Section B

SCHEDULE

Additional Insured:
Palm Beach County Board of County Commissioners a Political Subdivision of the State of FL, Its Officers, Employees & Agts, c/o Dept of Housing and Comm Dev, 301 N. Oliver Ave., West Palm Beach, FL 33401

Operations: Grant to fund infrastructure improvements including removal & replacement walkways, roadways & parking lots at the Southridge and Colony Oaks development, Contract #10-DB-K4-10-60-01-K29

Paragraph II.A., Who Is An Insured, is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury," "property damage" and/or "personal and advertising injury" caused or committed, in whole or in part, by you or those acting on your behalf:

- A. In the performance of the ongoing operations described in the Schedule; or
- B. In connection with the premises shown in the Schedule

All other terms and conditions contained in the policy remain in full force and effect.

Description: Palm Beach County Board of County Comm a Political Subdivision of the State of FL its Officers, Employees & Agts as Add'l Ins.

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

CERTIFICATE OF INSURANCE

ID: 361, Endorsement: 01-10A-11-2013-20

Issue Date: 04/18/2013

Insured: West Palm Beach Housing Authority

Address: 1715 Division Avenue
West Palm Beach, FL 33407-6289

Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-361-123080-2013	General Aggregate: \$ 5,000,000 Per Occurrence: \$ 5,000,000 Personal and Adv Inj: \$ 5,000,000 Fire Damage Sub-Limit: \$ 50,000 Athletic Sport Sub-Limit
[X] Coverage A; Bodily Injury and Property Damage Liability: <u>Occurrence</u>	Effective Date: 04/01/2013 12:01 AM	Per Occurrence: \$ 250,000 Aggregate: \$ 250,000
[X] Coverage B; Personal and Advertising Injury Liability: <u>Occurrence</u>	Expiration Date: 04/01/2014 12:01 AM	Mold, Other Fungi or Bacteria: \$ 100,000
[X] Coverage E; Mold, Other Fungi or Bacteria Liability: <u>Claims Made</u> Retro Date: 4/1/04		

Description: Palm Beach County Board of County Comm a Political Subdivision of the State of FL its Officers, Employees & Agts as Add'l Ins.

Certificate Holder: Palm Beach County Board of County Commissioners, a Political Subdivision of the ST of FL, its Officers, Employees and Agents, c/o Dept of Economics Sustainability
West Palm Beach, FL 33406

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

Policy Change No. 01-10A-11-2013-20

Change Endorsement

Additional Insureds - Designated Person or Organization

Named Insured: West Palm Beach Housing Authority
Policy Number: HARRG-361-123080-2013
Policy Effective Date: 04/01/2013 - 04/01/2014
Issue Date: 04/18/2013
Premium: \$0

Effective From: 04/01/2013 at the time of day the policy becomes effective.

Commercial Liability

The Insurance is Amended as follows:

This Endorsement modifies insurance provided under the following Coverage Section(s):

Bodily Injury and Property Damage Liability - Coverage Section A
Personal and Advertising Injury Liability - Coverage Section B

SCHEDULE

Additional Insured:

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Economics Sustainability
100 Australian Avenue, 5th Floor
West Palm Beach, FL 33406

Re; Grant; \$890,744 DRI4 funds; Grant #: 10-DB-K4-10-60-01-K29

Project: Multifamily Hardening of at least sixty (60) housing units within Newton Woods Development.

Location: Newton Woods, 6135 Newton Woods Drive, West Palm Beach, fL 33417

Paragraph II.A., Who Is An Insured, is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury," "property damage" and/or "personal and advertising injury" caused or committed, in whole or in part, by you or those acting on your behalf:

- A. In the performance of the ongoing operations described in the Schedule; or
- B. In connection with the premises shown in the Schedule

All other terms and conditions contained in the policy remain in full force and effect.

Description: Palm Beach County Board of County Comm a Political Subdivision of the State of FL its Officers, Employees & Agts as Add'l Ins.

MEMORANDUM OF UNDERSTANDING

I. PURPOSE

This purpose of this Memorandum of Understanding ("MOU") is to provide a mutual working relationship between Palm Beach County, a political subdivision of the State of Florida ("County") by its Board of County Commissioners, and FANNET MONTGOMERY SCOTT LLC, ("Financial Institution"), whose address is 575 LEXINGTON AVENUE, NEW YORK, NY 10022

II. RECITALS

WHEREAS, the County's Department of Economic Sustainability ("DES") administers various financial programs, including the County's Industrial Development Revenue Bond ("IDB") Program, which are used to finance manufacturing and industrial expansions for firms with strong credit and provide low interest loans for large projects by permitting the borrower to take advantage of long-term financing with lower than prime interest rates; and

WHEREAS, Financial Institution is a licensed financial institution in the State of Florida; and is therefore certified to package and process County IDBs to provide for economic development, the growth of jobs and the growth of small businesses; and

WHEREAS, the programs listed above are administered by Financial Institution and DES, and are complementary to each other; the financing packages that each party prepares are similar; may leverage each other's funds; and would advance the goals of each and prove useful to the other; and

WHEREAS, where appropriate, DES and the Financial Institution may refer IDB or other financial packages to each other and co-operate in the provision of paperwork between them.

NOW, THEREFORE, the parties confirm they have reached the following understanding, recognizing that this MOU may be cancelled by either party at any time.

III. RESPONSIBILITIES

1. It is recognized that the Financial Institution underwriting a County IDB shall pay an administrative fee of 25 basis points (.25%) of the face value of such County issued IDB to the County. Such fee shall be payable only upon the closing of that IDB.
2. Financial Institution understands and agrees that it is solely responsible for all credit decisions and shall be responsible for its own closing responsibilities.
3. Financial Institution shall be responsible for all of its own expenses.
4. Each party recognizes that this MOU is not an exclusive agreement and each party may enter into other similar agreements.
5. The County has established the Office of the Inspector General, pursuant to Ordinance No. 2009-049, as may be amended which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to audit, investigate, monitor, and inspect the activities of the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud provided however that nothing herein shall be interpreted to set aside or waive the Florida Statutes.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Ordinance No. 2009-049, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Agreed to this 5 day of November, 2013

ATTEST:

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

WITNESS:

By: [Signature]
Signature

By: [Signature]
Shannon R. LaRocque
Assistant County Administrator

WITNESS:

By: [Signature]
Signature

FINANCIAL INSTITUTION, INC.

By: [Signature]
Name: _____

ELIZABETH CHARRIEZ
Notary Public, State of New York
No. 01CH6238941
Qualified in Queens County
Term Expires April 11, 2015

Name (type or print)

JOSEPH C BOSCH
Title: **President**
MANAGING DIRECTOR

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
County Attorney

By: [Signature]
Deputy Director,
Department of Economic
Sustainability

MEMORANDUM OF UNDERSTANDING

I. PURPOSE

This purpose of this Memorandum of Understanding ("MOU") is to provide a mutual working relationship between Palm Beach County, a political subdivision of the State of Florida ("County") by its Board of County Commissioners, and Oppenheimer & Co. Inc., ("Financial Institution"), whose address is FS Broad Street, New York, NY 10004

II. RECITALS

WHEREAS, the County's Department of Economic Sustainability ("DES") administers various financial programs, including the County's Industrial Development Revenue Bond ("IDB") Program, which are used to finance manufacturing and industrial expansions for firms with strong credit and provide low interest loans for large projects by permitting the borrower to take advantage of long-term financing with lower than prime interest rates; and

WHEREAS, Financial Institution is a licensed financial institution in the State of Florida; and is therefore certified to package and process County IDBs to provide for economic development, the growth of jobs and the growth of small businesses; and

WHEREAS, the programs listed above are administered by Financial Institution and DES, and are complementary to each other; the financing packages that each party prepares are similar; may leverage each other's funds; and would advance the goals of each and prove useful to the other; and

WHEREAS, where appropriate, DES and the Financial Institution may refer IDB or other financial packages to each other and co-operate in the provision of paperwork between them.

NOW, THEREFORE, the parties confirm they have reached the following understanding, recognizing that this MOU may be cancelled by either party at any time.

III. RESPONSIBILITIES

1. It is recognized that the Financial Institution underwriting a County IDB shall pay an administrative fee of 25 basis points (.25%) of the face value of such County issued IDB to the County. Such fee shall be payable only upon the closing of that IDB.
2. Financial Institution understands and agrees that it is solely responsible for all credit decisions and shall be responsible for its own closing responsibilities.
3. Financial Institution shall be responsible for all of its own expenses.
4. Each party recognizes that this MOU is not an exclusive agreement and each party may enter into other similar agreements.
5. The County has established the Office of the Inspector General, pursuant to Ordinance No. 2009-049, as may be amended which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to audit, investigate, monitor, and inspect the activities of the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud provided however that nothing herein shall be interpreted to set aside or waive the Florida Statutes.

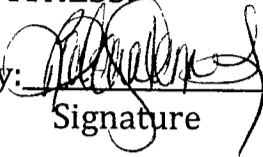
Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Ordinance No. 2009-049, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

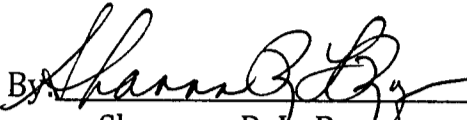
Agreed to this 15th day of October, 2013

ATTEST:

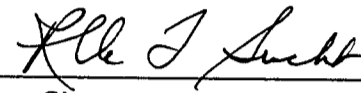
**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

WITNESS:

By: 
Signature

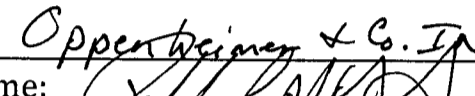
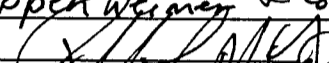
By: 
Shannon R. LaRoque
Assistant County Administrator

WITNESS:

By: 
Signature

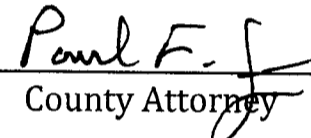
Rhonda L. Suckut
Name (type or print)

FINANCIAL INSTITUTION, INC.

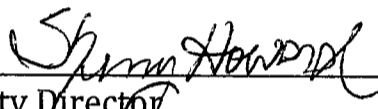
By: 
Name: 

Ralph L. McGinley
Title: President Managing Director

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Deputy Director,
Department of Economic
Sustainability

CERTIFICATE OF COVERAGE

Certificate Holder PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ITS OFFICERS EMPLOYEES AND AGENTS C/O DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 100 AUSTRALIAN AVENUE SUITE 500 WEST PALM BEACH FL 33406	Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	Issue Date 10/16/12
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COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0933 COVERAGE PERIOD: FROM 10/1/12 COVERAGE PERIOD: TO 10/1/13 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY General Liability <input type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <input type="checkbox"/> Errors and Omissions Liability <input type="checkbox"/> Supplemental Employment Practice <input type="checkbox"/> Employee Benefits Program Administration Liability <input type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible N/A Automobile Liability <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A	TYPE OF COVERAGE - PROPERTY <input type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form <input type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form <input type="checkbox"/> Agreed Amount <input type="checkbox"/> Deductible N/A <input type="checkbox"/> Coinsurance N/A <input type="checkbox"/> Blanket <input type="checkbox"/> Specific <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Inland Marine <input type="checkbox"/> Electronic Data Processing <input type="checkbox"/> Bond <input type="checkbox"/> Limits of Liability on File with Administrator	TYPE OF COVERAGE - WORKERS' COMPENSATION <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease <input type="checkbox"/> Deductible N/A <input type="checkbox"/>
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Automobile/Equipment - Deductible


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

Other
The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$300,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

Re: Agreement R2011-0812 - State of Florida's 2005 Disaster Recovery Initiative Program - Twin Lakes and Colony Oaks apartment complexes.
Re: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

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

DESIGNATED MEMBER WEST PALM BEACH HOUSING AUTHORITY 1715 DIVISION AVENUE WEST PALM BEACH FL 33407 6298 THIS IS A PLACEHOLDER AN UPDATED CERTIFICATE HAS BEEN REQUESTED	CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES  AUTHORIZED REPRESENTATIVE
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