PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 7, 2014	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Department of Economic	Sustainability	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 001 to an Agreement (R2012-1799) with the Treasure Coast Regional Planning Council (TCRPC) to extend the expiration date from October 8, 2014 to February 14, 2015.

Summary: On October 12, 2012, the County entered into an Agreement (R2012-1799) with the Treasure Coast Regional Planning Council, to provide \$347,398 in Community Challenge Planning Grant (CCPG) funds to complete the planning activity deliverables for the development of the Glades Region Master Plan. Due to delays in the commencement of the overall planning process, TCRPC was not able to complete the contract deliverables by the October 8, 2014, deadline. This Amendment provides an additional four (4) months to the term of the Agreement to allow the TCRPC to complete the project. These are Federal CCPG funds which require a match which will be met through in-kind contributions that include staff time and resources from the County and other partner agencies. (DES Contract Development) District 6 (DW)

Background and Justification: The TCRPC executed an Agreement with Palm Beach County to assist in the development of the Glades Region Master Plan funded by the U.S. Department of Housing and Urban Development. The TCRPC is one of nine "Group Members" identified in the HUD Cooperative Agreement (Instrument No. CCPFL0049-11) to develop the Glades Region Master Plan in coordination with the Glades Region communities, stakeholders and citizens within the region.

Attachments:

1. Amendment No. 001 to an Agreement with the TCRPC

2. Agreement (R2012-1799) with TCRPC

Recommended		7-18-14
	Department Director	Date '
Approved By: _	Mun	9boliy
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019				
Capital Expenditures									
Operating Costs									
External Revenues									
Program Income									
In-Kind Match (County)									
NET FISCAL IMPACT	4								
# ADDITIONAL FTE POSITIONS (Cumulative)					· · · · · · · · · · · · · · · · · · ·				
s Item Included In Curren	t Budget? Ye	es	No	<u> </u>					
3. Recommended Sou	rces of Funds	/Summar	y of Fiscal Ir	npact:					
⊮ No Fiscal Impact									
C. Departmental Fiscal Review: 9-18-14 Shairette Major, Fiscal Manager I									
	III. <u>REVIEV</u>	N COMM	<u>ENTS</u>						
A. OFMB Fiscal and/or	Contract Deve	elopment	and Contro	l Comments	:				
OFMBAN OF	y 9/19/14	Conti	act Developi	Jackwar ment and Con Wheele	9172)/				
B. Legal Sufficiency:									
Senior Assistant Cou	1/22/14 nty Attorney								
C. Other Department R	deview:								
Department Director									

AMENDMENT 001 TO THE AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL

Amendment 001 to the Agreement entered into on _____by and between Palm Beach County ("County") and the Treasure Coast Regional Planning Council ("Subrecipient").

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with the Treasure Coast Regional Planning Council, on October 12, 2012 (R2012-1799), to provide \$347,398 in Community Challenge Planning Grant (CCPG) funds to conduct services, reports, materials and deliverables as set for forth in Exhibit A of the contract for the development of the Glades Region Master Plan; and

WHEREAS, due to unforeseen delays in starting the planning activities the Subrecipient was not able to complete the deliverables by the deadline of October 8, 2014; and

WHEREAS, the Subrecipient has requested a time extension to complete its deliverables; and

WHEREAS, the County and Subrecipient desire to amend the Agreement to extend the contract date; and

WHEREAS, both parties desire to amend and extend the 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:

A. <u>ARTICLE 1 – SERVICES TO BE PROVIDED, SCHEDULE, AND PAYMENTS</u> Replace "October 8, 2014" with "February 14, 2015".

B. <u>ARTICLE 11 – NONDISCRIMINATION</u>

Insert "or genetic information" after gender identity or expression.

C. ADD

ARTICLE 27 - EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

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, the Subrecipient and County have caused this Amendment 001 to be executed on the date first above written.

(SUBRECIPIENT SEAL BELOW)	TREASURE COAST REGIONAL PLANNING COUNCIL By: Michael J. Busha, Executive Director
(COUNTY SEAL BELOW)	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
ATTEST: Sharon R. Bock, Clerk & Comptroller	By: Priscilla A. Taylor, Mayor Board of County Commissioners
By: Deputy Clerk	Document No.:
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Dept. of Economic Sustainability
By: Dawn S. Wynn Senior Assistant County Attorney	By: Sherry Howard, Deputy Director



AGREEMENT BETWEEN PALM BEACH COUNTY AND

TREASURE COAST REGIONAL PLANNING COUNCIL

THIS AGREEMENT, dated as of this 12th day of October, 2012, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and TREASURE COAST REGIONAL PLANNING COUNCIL, a regional planning council organized and existing under Chapter 186.502, Florida Statutes, whose Federal I.D. Number is 59-1693080 (hereinafter the "SUBRECIPIENT").

WHEREAS, the COUNTY secured \$1,980,504 under the Community Challenge Planning indGrant (CCPG) for a Glades Region Master Plan under a Cooperative Agreement (Instrument No. CCPFL0049-11)("Cooperative Agreement") with the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Glades Region Master Plan will be a guiding document identifying the types and mix of land uses and attendant infrastructure needed to serve planned development/redevelopment incorporating the six (6) "Livability Principles" of HUD, the Department of Transportation and the Environmental Protection Agency Partnership; and

WHEREAS, a total of nine (9) parties comprised of Palm Beach County Engineering, Palm Beach County Planning, Zoning and Building Department, Palm Beach County Water Utilities Department, Palm Tran, Workforce Alliance, the Cities of South Bay, Belle Glade, and Pahokee and the SUBRECIPIENT (all collectively referred to in this Agreement as "Group Members") will seek to develop the Glades Region Master Plan in coordination with the Glades Region communities, stakeholders and citizens within the region; and

WHEREAS, the COUNTY is satisfied that the Group Members collectively have the capacity and experience to carry out the proposed activities within the work program executed under the Cooperative Agreement with HUD for development of the Glades Region Master Plan; and

WHEREAS, the COUNTY has \$347,398 in CCPG funds available to pay for services to be provided by the SUBRECIPIENT for development of the Glades Region Master Plan; and

WHEREAS, the SUBRECIPIENT wishes to provide the services described herein for the development of the Glades Region Master Plan.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the above WHEREAS clauses which are incorporated herein, the COUNTY and the SUBRECIPIENT agree as follows:

ARTICLE 1 - SERVICES TO BE PROVIDED, SCHEDULE, AND PAYMENTS

The SUBRECIPIENT shall provide and complete all services, reports, materials, and deliverables as set forth in the Scope of Work detailed in Exhibit "A" attached hereto. The SUBRECIPIENT shall commence the services under this Agreement not later than the effective date of this Agreement (SUBRECIPIENT, however, may have started performing services prior to the effective date, in which case, SUBRECIPIENT shall nonetheless be compensated for those services under this Agreement) and SUBRECIPIENT shall complete all services by October 8, 2014.

The SUBRECIPIENT shall, within thirty (30) days of the date of this Agreement, obtain a DUNS number, or update its existing DUNS record (DUNS means Dun and Bradstreet Data Universal Numbering System), register with the Central Contractor Registration (CCR) at www.ccr.gov, and shall provide written evidence to the COUNTY that it has timely done so. The COUNTY'S receipt of such written evidence shall be a prerequisite to the SUBRECIPIENT'S receipt of any payments under this Agreement.

A. <u>Total Cost and Payments:</u> There is attached hereto as part of Exhibit B a spreadsheet showing estimated staff hours and consultant days. There are three columns in the spreadsheet that have the following headings: "CCPG Compensated", "CCPG In-Kind", and "Total Cost". The total cost of \$422,398.00 ("Total Cost") represents the total cost/price of providing the services, reports, materials, and deliverables set forth in Exhibit A. The CCPG Compensated Column represents the not to exceed amount of \$347,398.00 that SUBRECIPIENT shall be

paid by the COUNTY for providing the services, reports, materials, and deliverables set forth in Exhibit A. The CCPG In-Kind Column is the maximum amount (\$75,000.00) of in kind contribution that SUBRECIPIENT shall be required to provide notwithstanding anything to the contrary in this Agreement or in the Cooperative Agreement between the COUNTY and HUD.

The SUBRECIPIENT shall bill the COUNTY at least quarterly based upon the percentage (%) complete of each deliverable described in Exhibit "A" and SUBRECIPIENT shall be paid on the basis of that percentage of the CCPG Compensated amount for each deliverable, provided the COUNTY determines that the percentage complete is accurate. The SUBRECIPIENT may bill the COUNTY not more frequently than once per month on the same percentage basis. A bill to the COUNTY will show the percentage completed of each deliverable and include: (i) the percentage and amount of Total Cost, (ii) percentage and amount of CCPG Compensated and (iii) percentage and amount of In-Kind (the In-Kind percentage/amount will be applied proportionately with each bill as opposed to applying it at the conclusion of each deliverable or at conclusion of completion of all services). The COUNTY shall pay SUBRECIPENT the percentage (%) amount complete of each deliverable set forth in Exhibit "A" based upon that percentage (%) of the CCPG Compensated amount for that deliverable e.g. if SUBRECIPIENT was billing for 20% complete as to Deliverable 1 the COUNTY would pay SUBRECIPENT \$18,021.94 provided the COUNTY determines that the percentage complete is accurate. The foregoing basis for payment would apply in regard to each deliverable.

Notwithstanding that SUBRECIPIENT has provided, at the request of the COUNTY, the spreadsheet which lists Staff Hour/Consultant Day Estimates—these staff hour/consultant day estimates shall not be used in any way to determine the percentage completion of a deliverable for the purposes of payments to SUBRECIPIENT. The SUBRECIPIENT shall be paid on the basis of the percentage complete of each deliverable NOT based on the percentage of staff hours/consultant days expended to reach that point.

If the SUBRECIPENT fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the CCPG Compensated amount upon giving written notice to the SUBRECIPIENT, terminate this Agreement, and the COUNTY shall have no further funding obligation to the SUBRECIPIENT under this Agreement.

- B. Prerequisite for Payments: All payments made by the COUNTY under this Agreement shall be contingent on the COUNTY'S receipt of the Quarterly Progress Reports required in Exhibit "A" except that payment to SUBRECIPENT as to any bills submitted to the COUNTY will not be withheld or delayed if the bill is submitted prior to the due date of the 1st Quarterly Progress Report or is submitted after one or more Quarterly Progress Reports have been provided to the COUNTY, provided that, at the time a bill is submitted to the COUNTY no Quarterly Progress Reports are overdue.
- C. <u>Invoices</u>: Invoices received from the SUBRECIPIENT shall be reviewed and approved by the COUNTY'S representative, to verify that the services, reports and materials being requested for payment have been provided by the SUBRECIPIENT in conformity with the Agreement. Approved invoices shall then be sent to the Finance Department for payment.
- D. <u>Final Invoice</u>: The SUBRECIPIENT shall clearly state "Final Invoice" on the SUBRECIPIENT'S last billing to the COUNTY. This shall constitute the SUBRECIPIENT'S certification that all services have been properly performed, all charges and costs have been invoiced to the COUNTY, and any other charges not properly included on this final invoice are waived by the SUBRECIPIENT.

ARTICLE 2 - PERSONNEL

The SUBRECIPIENT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. The SUBRECIPIENT warrants that all services shall be performed by skilled and competent

personnel to the highest professional standards in the field. All of the SUBRECIPIENT'S personnel (and all Subcontractors), while on County premises, shall comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 3 - DATA BECOMES COUNTY AND HUD PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the SUBRECIPIENT for the purpose of this Agreement shall be made available to the COUNTY and HUD by the SUBRECIPIENT at any time upon request by the COUNTY or HUD. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to the COUNTY or HUD, if requested. In any event, the SUBRECIPIENT shall keep all documents and records for five (5) years after expiration of this Agreement.

ARTICLE 4 - FEDERAL REQUIREMENTS, REGULATIONS, AND AUTHORITY TO PRACTICE

The SUBRECIPIENT shall be bound by the aforesaid Cooperative Agreement which is incorporated herein by reference and made a part hereof, to the extent applicable to this Agreement as determined by the COUNTY or HUD. Furthermore, the SUBRECIPIENT shall comply with the requirements contained in Exhibit "C" attached hereto.

The SUBRECIPIENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SUBRECIPIENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The SUBRECIPIENT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 5 - INSURANCE

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

- A. <u>Commercial General Liability:</u> SUBRECIPIENT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. SUBRECIPIENT shall provide this coverage on a primary basis.
- B. <u>Business Automobile Liability:</u> SUBRECIPIENT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, nonowned and hired automobiles. In the event SUBRECIPIENT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SUBRECIPIENT 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. SUBRECIPIENT shall provide this coverage on a primary basis.
- C. <u>Workers' Compensation Insurance & Employers Liability:</u> SUBRECIPIENT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SUBRECIPIENT shall provide this coverage on a primary basis.
- D. Additional Insured: SUBRECIPIENT has provided the COUNTY endorsements adding Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents as additional insureds under SUBRECIPIENT's General Liability and Auto policies.

The COUNTY accepts and approves these endorsements. The Additional Insured endorsements provide coverage on a primary basis.

- Waiver of Subrogation: Except as set forth below, SUBRECIPIENT hereby waives E. any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then SUBRECIPIENT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should SUBRECIPIENT enter into such an agreement on a pre-loss basis. SUBRECIPIENT has provided the COUNTY with Waiver of Subrogation endorsements as to SUBRECIPIENT's General Liability and Auto policies and COUNTY accepts and approves of these endorsements. SUBRECIPIENT has requested a Waiver of Subrogation endorsement on its Workers Compensation insurance but the insurer has refused to issue it. COUNTY accepts the fact that SUBRECIPIENT cannot provide a Waiver of Subrogation endorsement on its Workers Compensation insurance and that SUBRECIPIENT cannot and does not waive subrogation in regard to its Workers Compensation insurance coverage.
- F. <u>Certificate(s) of Insurance:</u> Prior to execution of this Agreement, SUBRECIPIENT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. The certificate of insurance shall be delivered to:

Edward W. Lowery, Director
Department of Economic Sustainability
Palm Beach County
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

- G. <u>Umbrella or Excess Liability:</u> If necessary, SUBRECIPIENT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - H. Right to Review: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review any required policies of insurance, including limits, coverage, or endorsements, that are required herein and to reject such insurance (if not in compliance with the provisions set forth herein) from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 6 - AUDITS AND INSPECTIONS

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

The SUBRECIPIENT shall separately identify its expenditures of Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180). If during the year, the SUBRECIPIENT expends over \$500,000 of Federal awards, the SUBRECIPIENT shall comply with the provisions of OMB Circular A-133. The SUBRECIPIENT shall submit to the COUNTY 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. The audit shall be delivered to the COUNTY within thirty (30) days after the later of the following: (i) SUBRECIPIENT's receipt of its annual audit from its auditor and (ii) the SUBRECIPIENT's governing board approval of the audit report. Said audit shall be made by a Certified Public Accountant of the SUBRECIPIENT'S choosing, subject to the approval of SUBRECIPIENT's governing board.

In the event the SUBRECIPIENT anticipates a delay in producing such audit, the SUBRECIPIENT shall request an extension in advance of the deadline. The cost of said audit shall be borne by the SUBRECIPIENT. In the event the SUBRECIPIENT is exempt from having an audit conducted under A-133, the SUBRECIPIENT shall submit audited financial statements and/or the COUNTY reserves the right to conduct a "limited scope audit" of the SUBRECIPIENT as defined by A-133.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SUBRECIPIENT. The SUBRECIPIENT shall not be exempted from paying sales tax (unless SUBRECIPIENT is exempted by Florida law from paying sales tax) to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SUBRECIPIENT authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The SUBRECIPIENT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 8 - CONFLICT OF INTEREST

The SUBRECIPIENT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The SUBRECIPIENT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SUBRECIPIENT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SUBRECIPIENT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SUBRECIPIENT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SUBRECIPIENT. The COUNTY agrees to notify the SUBRECIPIENT of its opinion by certified mail within thirty (30) days of receipt of notification by the SUBRECIPIENT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SUBRECIPIENT, the COUNTY shall so state in the notification and the SUBRECIPIENT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SUBRECIPIENT under the terms of this Agreement.

ARTICLE 9 - INDEPENDENT CONTRACTOR RELATIONSHIP

The SUBRECIPIENT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the SUBRECIPIENT'S sole direction, supervision, and control. The SUBRECIPIENT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SUBRECIPIENT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor, not as employees or agents of the COUNTY. The SUBRECIPIENT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

<u> ARTICLE 10 - CONTINGENT FEES</u>

The SUBRECIPIENT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SUBRECIPIENT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the

SUBRECIPIENT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 11 - NONDISCRIMINATION

The SUBRECIPIENT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.

ARTICLE 12 - 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 SUBRECIPIENT with funds under this Agreement shall be returned to the COUNTY. In the event of termination, the SUBRECIPIENT 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 SUBRECIPIENT, and the COUNTY may withhold any payment to the SUBRECIPIENT for set-off purposes until such time as the exact amount of damages due to the COUNTY from the SUBRECIPIENT is determined.

- A. <u>Termination For Cause:</u> 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.
- B. Termination For Convenience: At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the COUNTY shall pay the SUBRECIPIENT for the services, reports, materials, and deliverables set forth in Exhibit A which have been provided through and including the date of termination based upon the percentage complete of each deliverable as provided in Article 1.
- C. Termination Due To Cessation: In the event the Community Challenge Planning Grant to the COUNTY under the aforesaid Cooperative Agreement (Instrument No. CCPFL0049-11) with HUD is suspended or terminated, this Agreement shall be suspended or terminated effective on the date that HUD specifies. The COUNTY shall pay the SUBRECIPIENT for the services, reports, materials, and deliverables set forth in Exhibit A which have been provided through and including the date of the date of suspension or termination, as applicable, based upon the percentage complete of each deliverable as provided in Article 1.

ARTICLE 13 - RESPONSIBILITY FOR TORTIOUS ACTS

The COUNTY recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the COUNTY may possess and COUNTY reserves all such rights as against any and all claims that may be brought under this Agreement.

The SUBRECIPIENT recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the SUBRECIPIENT may possess and SUBRECIPIENT reserves all such rights as against any and all claims that may be brought under this Agreement.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the SUBRECIPIENT each binds itself and its successors, executors, administrators and assigns to the other party and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this

Agreement. Except as above, neither the COUNTY nor the SUBRECIPIENT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or SUBRECIPIENT, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SUBRECIPIENT.

ARTICLE 15 - REMEDIES

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

ARTICLE 16 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 17 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the SUBRECIPIENT certifies that it, its affiliates, suppliers, subcontractors and subrecipients 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).

ARTICLE 18 - 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 COMPANY, and its wholly owned subsidiaries, 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.

ARTICLE 19 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes to the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SUBRECIPIENT of the COUNTY'S notification of a contemplated change, the SUBRECIPIENT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the SUBRECIPIENT'S ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs in writing, the SUBRECIPIENT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the SUBRECIPIENT shall not commence work on any such change until such written Amendment is signed by the SUBRECIPIENT and approved and executed on behalf of the COUNTY.

ARTICLE 20 - PERFORMANCE TIME AND LIABILITY

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

ARTICLE 21 - EXCUSABLE DELAYS

The SUBRECIPIENT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SUBRECIPIENT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions. Upon the SUBRECIPIENT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SUBRECIPIENT'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 22 - WAIVER

If the COUNTY shall waive any provisions of the Agreement, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

ARTICLE 23 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Edward W. Lowery, Director

Department of Economic Sustainability 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406

With copy to:

Dawn Wynn, Assistant County Attorney Palm Beach County Attorney's Office 301 North Olive Ave., 6th Floor West Palm Beach, FL 33401

If sent to the SUBRECIPIENT, notices shall be addressed to:

Mike Busha, Executive Director Treasure Coast Regional Planning Council 421 SW Camden Avenue

Stuart, FL. 34994

With Copy to:

Roger G. Saberson Roger G. Saberson P.A. 70 S.E. 4th Ave. Delray Beach, FL 33483

Such addresses may be changed by any party by written notice to the other party.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SUBRECIPIENT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

<u> ARTICLE 25 - COUNTERPARTS</u>

This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

ARTICLE 26 - EVALUATION AND MONITORING

The SUBRECIPIENT agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY, and that the continuation of

this Agreement is dependent upon satisfactory evaluation conclusions based upon the terms of this Agreement.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and SUBRECIPIENT has hereunto set its hand the day and year above written.

> TREASURE COAST REGIONAL PLANNING COUNCIL

By:

Michael J. Busha, Executive Director R 2 0 1 2 1 7 9 DEC 0 4 2012 PAEM BEACH COUNTY, FLORIDA, a

Political Subdivision of the State of Florida

FOR ITS **BOARD** OF COUNTY COMMISSIONERS

Shannon LaRocque/Baas

Assistant County Administrator

Approved as to Form and Legal Sufficiency

Ву: ∕Dawn*X*Vynn

Assistant County Attorney

Approved as to Terms and Conditions Department of Economic Sustainability

Ву:

Journey/Beard, Director

Contract Development and Quality Control

EXHIBIT "A"

SCOPE OF WORK

(A) PROJECT DESCRIPTION

The COUNTY, as a recipient of a HUD Community Challenge Planning Grant, in conjunction with the Group Members, the surrounding unincorporated areas and other interested community, business and religious based organizations, will study and recommend ways to improve mobility, quality of life, and economic sustainability of the Glades Region in Palm Beach County. This project shall consider the new and emerging economic development opportunities for the Glades Region and articulate those opportunities in an implementable plan. Development of this project shall also include significant and meaningful public participation throughout the process.

As part of the larger County coordinated planning effort in the Glades Region:

The SUBRECIPIENT and COUNTY have jointly prepared this scope of work to assist the COUNTY in coordinating a meaningful public involvement process and conducting two economic and urban design charrettes in the region.

The project area for the Glades Region Master Plan is focused on the area identified in attached Exhibit D.

The key elements of the SUBRECIPIENT'S work under this Agreement shall include:

- The creation of a charrette design plan for incorporation into a Glades Region Master Plan Guideline Document and Overlay for the entire Glades Region within the Urban Services Area/USA identified in Exhibit D (including South Bay, Belle Glade, Pahokee and surrounding unincorporated area), which considers infill and redevelopment opportunities.
- A review of the land use and development regulations as part of the due diligence process, in order to recommend improvements and ways to incentivize desired redevelopment and business creation.
- 3. The development of a market overview which reviews existing market conditions, demographics, and analyzes key market trends in the region.
- 4. An economic development analysis which examines existing and emerging industry clusters and their potential in the Glades Region.
- 5. A community-based vision for an economically sustainable Glades Region.
- 6. A review of potentially valuable studies already conducted in the Glades Region as part of the due diligence process.

The services to be performed by the SUBRECIPIENT hereunder are consistent with TASK 2 as shown in the Cooperative Agreement.

(B) QUARTERLY PROGRESS REPORTS

The SUBRECIPIENT shall submit Quarterly Progress Reports to the COUNTY detailing the SUBRECIPIENT'S progress in accomplishing the Scope of Work during each calendar quarter. The SUBRECIPIENT shall, for the term of this Agreement, submit a Quarterly Progress Reports on each January 15th, April 15th, July 15th and October 15th, where such report covers the calendar quarter preceding each submission date.

(C) PROJECT LIAISONS

The COUNTY'S liaison during the performance of services described in this Agreement shall be:

Carol Thompson, AICP

Special Projects Manager Department of Economic Sustainability

Phone: 561-233-3674

The SUBRECIPIENT'S liaison during the performance of services described in this Agreement shall be:

Greg Vaday

Economic Development Coordinator Treasure Coast Regional Planning Council Phone: 772-221-4060.

(D) DELIVERABLE #1: PROJECT COORDINATION AND DUE DILIGENCE

The SUBRECIPIENT shall complete the following work in connection with Deliverable #1:

1. Project Coordination (In conjunction and cooperation with Palm Beach County/PBC):

Project Meetings: The SUBRECIPIENT shall participate in all project coordination meetings requested by the County. The SUBRECIPIENT shall attend team coordinating meetings at COUNTY offices and throughout the Glades Region. The initial meetings will ensure clarity and consistency among all team members of the project mission and goals.

Task Alignment and Scheduling: The SUBRECIPIENT shall participate in coordinating all project tasks and schedules to ensure milestones and deadlines are aligned between Group Members, and may include review and comment by others (e.g., HUD Miami Office, Florida Crystals, Legal Aid Society in Belle Glade, LORE, etc.). This process will facilitate a synchronized approach to data and resource collection and review.

Submissions: The SUBRECIPIENT shall submit the following to the COUNTY:

- Team meeting summaries
- Revised and detailed TASK 2 project schedules
- A preliminary list of project goals and strategies

2. Due Diligence (In conjunction and cooperation with Palm Beach County/PBC to gain a base understanding of the Glades Region to be used as a framework for development of the Glades Region Master Plan):

Base Documentation: The SUBRECIPIENT shall customize and refine, with coordination and assistance from the COUNTY, the necessary base documentation for the project to include: GIS databases, aerial photography, ownership maps, residential and non-residential intensity maps, etc.

Data Collection: The SUBRECIPIENT shall, with assistance from the COUNTY, assemble data pertinent to the project to include: previous and current economic development, redevelopment, and planning studies for the area; historical and cultural information; business and economic profiles; regulatory documents for Palm Beach County, and the Cities of South Bay, Belle Glade, and Pahokee.

Regulatory Review: For Palm Beach County, South Bay, Belle Glade and Pahokee, the SUBRECIPIENT, in conjunction and cooperation with Palm Beach County, shall review applicable regulatory and guiding plans, including but not limited to land-use, housing, economy, utility, transportation/roadway, drainage and intergovernmental coordination elements. This review will enable an understanding of the current regulatory climate and provide insight into potential future recommendations regarding amendments to regulation and guiding plans.

Field Work: From above referenced base documentation, data collection and regulatory review, the SUBRECIPIENT shall conduct field work and site visits to develop a photo data base and on-site review related to composition and condition of residential/non-residential land-uses and transportation network and confirming existing and vacant approved land uses. Through PBC, the SUBRECIPIENT'S team members may schedule to meet with city and county representatives to tour specific areas to gain a greater understanding of particular issues.

Market Overview and Economic Development Analysis: The SUBRECIPIENT shall perform a market overview and an economic analysis for incorporation into the Glades Region Master Plan which shall focus on those "building blocks" that will guide preparation of a comprehensive economic development strategy which is reflective of existing goods and services and employment opportunities relative to the residential population, as well as provide a base understanding of existing and emerging clusters and their potential in the Glades Region. The aforementioned "building blocks" will addresses the economic challenges of high unemployment and poverty, disinvestment, lack of jobs, and declining tax revenues.

The key components of the economic analysis shall include:

- Demographic & Economic Profile
- Real Estate Market Conditions
- Economic Development Potentials
- Target Industry Analysis Update
- Measuring Economic Impacts of the Plan

Submissions: The SUBRECIPIENT shall submit the following to the COUNTY:

- A collection and catalogue of base documents
- A collection and brief summary of economic development, redevelopment, and planning studies
- A brief analysis of the regulatory review for the Cities of South Bay, Belle Glade, and Pahokee and surrounding unincorporated Palm Beach County
- A brief summary of the market overview and an economic analysis

(E) DELIVERABLE #2: SOUTH BAY/BELLE GLADE CHARRETTE

The SUBRECIPIENT shall complete the following work in connection with Deliverable #2:

1. Pre-Charrette for South Bay/Belle Glade (In conjunction and cooperation with Palm Beach County/PBC)

Public Involvement Plan: The SUBRECIPIENT shall develop a detailed Public Involvement Plan (PIP) which shall provide the framework for public involvement throughout the visioning/planning process in developing the Glades Region Master Plan. The PIP shall include a public outreach database. The PIP shall also describe outreach techniques and the vital nature of the Charrette Host Committee (discussed below).

Creation of Charrette Host Committee: The SUBRECIPIENT shall, in coordination and cooperation with PBC, Group Members and stakeholders in the Glades Region, create a Charrette Host Committee for the South Bay/Belle Glade Charrette using outreach techniques to insure broad representation on the Host Committee (e.g., TCRPC, PBC, South Bay, Belle Glade, Pahokee, LORE and other key interested entities/stakeholders in the Glades Region). This committee shall assist with the critical local planning and outreach efforts described in the PIP, and shall participate in all charrette and precharrette planning logistics (i.e. meeting/charrette venues, notification, etc) to maximize community participation in the development of the Glades Region Master Plan, particularly from those who are often disenfranchised.

Public Outreach Efforts: The SUBRECIPIENT shall, in conjunction and cooperation with PBC, coordinate public outreach efforts during the pre-charrette period to engender public interest and instill a sense of authorship in the process. The SUBRECIPIENT shall outline the details and timing of the public outreach efforts in the PIP. The SUBRECIPIENT shall continue the public outreach efforts, periodically, throughout the Glades Area Regional Plan process.

Stakeholder Interviews: The SUBRECIPIENT shall conduct between 40 and 60 individual stakeholder interviews. These interviews will be conducted at a location in Belle Glade.

Submissions: The SUBRECIPIENT shall submit the following to the COUNTY:

- Copy of the Public Involvement Plan
- List and contact information for the Charrette Host Committee
- List of the public outreach efforts undertaken for the South Bay/Belle Glade Charrette
- A general summary of the individual stakeholder interviews

In order to address the unique and complex issues and to provide adequate attention to all developed/populated communities in the Glades Region, two separate week-long, on-site, public design charrettes will be conducted. One charrette will be conducted at a site convenient to South Bay and Belle Glade and one charrette will be conducted at a site convenient to Pahokee and Canal Point. Each charrette will be open to ALL who are interested. Attendance will not be restricted to one community or another. The following is a detailed description of each charrette process:

2. Public Design Charrette for South Bay/Belle Glade (In conjunction and cooperation with Palm Beach County/PBC)

<u>Saturday Public Design Session:</u> The SUBRECIPIENT, in conjunction and cooperation with PBC, shall conduct a charrette (a public design workshop) for South Bay and Belle Glade on a Saturday morning in an easy-to-find, well known location suitable for group gatherings and power point presentations. The charrette shall be open to all who are interested and attendance shall not be restricted to one community or another.

The SUBRECIPIENT, in conjunction and cooperation with PBC, shall work closely with the Glades Region organizations, agencies, municipalities, and the Charrette Host Committee to best estimate projected attendance at the workshop in order to provide enough space and refreshments. The charrette workshop space shall be organized around 6-10 banquet tables (8-10 people each) with ample space for ease of movement around the tables. The SUBRECIPIENT, in conjunction and cooperation with PBC, shall provide a team of architects and urban designers (10-12) who will serve as facilitators at each table. Their role is to assist the participants in recording their ideas on paper. The SUBRECIPIENT shall video record and photograph the charrette workshop and presentations.

The agenda for the Saturday workshop is as follows:

Greetings and Opening Presentation: SUBRECIPIENT staff, in conjunction and cooperation with PBC, shall deliver a power point presentation on the workshop purpose and explain the charrette process, initial reconnaissance findings, and expectations of the day. The SUBRECIPIENT shall provide coffee, water, and refreshments.

Table Sessions: After the opening presentation each table of participants will be asked to develop a map/drawing/list of their ideas and desires as it relates to the workshop program. Each table participant will be asked to sign his/her name to the document and one member from the table (not a facilitator) will be selected by the group to present participant ideas after lunch. The SUBRECIPIENT design team, in conjunction with PBC, will work with participants at each table to discuss and articulate their issues. The design team will have been briefed on the area/regional findings beforehand. Table sessions will last for 2-3 hours, until lunch is provided. The SUBRECIPIENT shall provide lunch and beverages to the attendees. Typically teams will work through lunch if necessary.

<u>Table Presentations</u>: Each table will be asked to pin-up and present participant ideas to the rest of the group via the selected presenter. All workshop participants are asked to listen to each table presentation and provide comments and questions after each presentation. The table presentations are a very valuable tool in getting community members to see consensus in seemingly disparate ideas.

<u>Wrap-Up</u>: After the table presentations and all questions have been addressed, SUBRECIPIENT staff, in conjunction with PBC, shall conclude by outlining the next steps for the process. At such time, SUBRECIPIENT staff shall provide information on the location of the below described Charrette Design Studio and invite all to visit the studio during the following charrette week.

<u>Charrette Design Studio:</u> The charrette design studio is a workspace within the study area where the team will develop the ideas and issues discussed during the public design workshop. The SUBRECIPIENT design team with participation from PBC, shall work in the studio from Sunday until Friday evening when the below described Work-in-

Progress Presentation will be delivered. The studio will be open to the public from 10:00 a.m. until approximately 6:00 p.m. (with a break for lunch). This open studio environment is a critical component of the public outreach process for developing the Glades Region Master Plan. Individuals who may have missed the Saturday session, or who have more to discuss, can come to the studio at their leisure. Experience has shown that providing this working environment is greatly appreciated by the public who attend. Often community issues or concerns are revealed and addressed in the studio while working with the citizens, which might not have surfaced during the Saturday public design session.

Work-in-Progress Presentation: On the Friday at the end of the charrette week and design studio issues and ideas development process, the SUBRECIPIENT design team, with assistance from PBC, shall provide a Work-in-Progress Presentation. This presentation shall identify the issues raised the previous Saturday and chronicle how those issues were addressed for review and further input. This will be the first comprehensive look at developing the below described Glades Area Charrette Plan for later incorporation into the Glades Region Master Plan. The presentation shall be open to the public, with time for questions and answers, and it will be centrally located (possibly at City Hall or Palm Beach State College campus Dolly Hand Auditorium).

Submissions: The SUBRECIPIENT shall submit the following to the COUNTY:

- Copy of video recordings and photographs taken at the workshop and presentations.
- Description of the week-long (Saturday to Friday) charrette process and a summary of the Work-in-Progress Presentation to be reviewed and commented on by all Group Members.

(F) DELIVERABLE #3: PAHOKEE/CANAL POINT CHARRETTE

The SUBRECIPIENT shall complete the following work in connection with Deliverable #3:

1. Pre-Charrette for Pahokee/Canal Point Charrette (In conjunction and cooperation with Palm Beach County/PBC)

Public Involvement Plan: The SUBRECIPIENT shall develop a detailed Public Involvement Plan (PIP) which shall provide the framework for public involvement throughout the visioning/planning process in developing the Glades Region Master Plan. The PIP shall include a public outreach database. The PIP shall also describe outreach techniques and the vital nature of the Charrette Host Committee (discussed below).

Creation of Charrette Host Committee: The SUBRECIPIENT shall, in coordination with and assistance from PBC, Group Members and stakeholders in the Glades Region, create a Charrette Host Committee for the Pahokee/Canal Point Charrette using outreach techniques to insure broad representation on the Host Committee (e.g., TCRPC, PBC, South Bay, Belle Glade, Pahokee, LORE and other key interested entities/stakeholders in the Glades Region). This committee shall assist with the critical local planning and outreach efforts described in the PIP, and shall participate in all charrette and pre-charrette planning logistics (i.e. meeting/charrette venues, notification, etc) to maximize community participation in the development of the Glades Region Master Plan, particularly from those who are often disenfranchised.

Public Outreach Efforts: The SUBRECIPIENT shall coordinate public outreach efforts during the pre-charrette period to engender public interest and instill a sense of authorship in the process. The SUBRECIPIENT shall outline the details and timing of the public outreach efforts in the PIP. The SUBRECIPIENT shall continue the public outreach efforts, periodically, throughout the Glades Area Regional Plan process.

Stakeholder Interviews: The SUBRECIPIENT shall conduct between 40 and 60 individual stakeholder interviews. These interviews will be conducted at a location in Pahokee.

Submissions: The SUBRECIPIENT shall submit the following to the COUNTY:

- Copy of the Public Involvement Plan
- List and contact information for the Charrette Host Committee
- List of the public outreach efforts undertaken for the Pahokee/Canal Point Charrette
- A general summary of the individual stakeholder interviews

2. <u>Public Design Charrette for Pahokee/Canal Point (In conjunction and cooperation with Palm Beach County/PBC)</u>

<u>Saturday Public Design Session:</u> The SUBRECIPIENT, in conjunction with and assistance from PBC, shall conduct a charrette (a public design workshop) for Pahokee and Canal Point on a Saturday morning in an easy-to-find, well known location suitable for group gatherings and power point presentations. The charrette shall be open to all who are interested and attendance shall not be restricted to one community or another.

The SUBRECIPIENT, in conjunction with PBC, shall work closely with Glades Region organization, agencies, municipalities, and the Charrette Host Committee to best estimate projected attendance at the workshop in order to provide enough space and refreshments. The charrette workshop space shall be organized around 6-10 banquet tables (8-10 people each) with ample space for ease of movement around the tables. The SUBRECIPIENT, in conjunction with PBC, shall provide a team of architects and urban designers (10-12) who will serve as facilitators at each table. Their role is to assist the participants in recording their ideas on paper. The SUBRECIPIENT shall video record and photograph the charrette workshop and presentations.

The agenda for the Saturday workshop is as follows:

<u>Greetings and Opening Presentation</u>: SUBRECIPIENT staff, in conjunction with and assistance from PBC, shall deliver a power point presentation on the workshop purpose and explain the charrette process, initial reconnaissance findings, and expectations of the day. The SUBRECIPIENT shall provide coffee, water, and refreshments.

Table Sessions: After the opening presentation each table of participants will be asked to develop a map/drawing/list of their ideas and desires as it relates to the workshop program. Each table participant will be asked to sign his/her name to the document and one member from the table (not a facilitator) will be selected by the group to present participant ideas after lunch. The SUBRECIPIENT design team, in conjunction with PBC, will work with participants at each table to discuss and articulate their issues. The design team will have been briefed on the area/regional findings beforehand. Table sessions will last for 2-3 hours, until lunch is provided. The SUBRECIPIENT shall provide lunch and beverages to the attendees. Typically teams will work through lunch if necessary.

<u>Table Presentations</u>: Each table will be asked to pin-up and present participant ideas to the rest of the group via the selected presenter. All workshop participants are asked to listen to each table presentation and provide comments and questions after each presentation. The table presentations are a very valuable tool in getting community members to see consensus in seemingly disparate ideas.

<u>Wrap-Up</u>: After the table presentations and all questions have been addressed, SUBRECIPIENT staff, in conjunction with PBC, shall conclude by outlining the next steps for the process. At such time, SUBRECIPIENT staff shall provide information on the location of the below described Charrette Design Studio and invite all to visit the studio during the following charrette week.

Charrette Design Studio: The charrette design studio is a workspace within the study area where the team will develop the ideas and issues discussed during the public design workshop. The SUBRECIPIENT design team, in conjunction with PBC, shall work in the studio from Sunday until Friday evening when the below described Work-in-Progress Presentation will be delivered. The studio will be open to the public from 10:00 a.m. until approximately 6:00 p.m. (with a break for lunch). This open studio environment is a critical component of the public outreach process for developing the Glades Region Master Plan. Individuals who may have missed the Saturday session, or who have more to discuss, can come to the studio at their leisure. Experience has shown that providing this working environment is greatly appreciated by the public who attend. Often community issues or concerns are revealed and addressed in the studio while working with the citizens, which might not have surfaced during the Saturday public design session.

Work-in-Progress Presentation: On the Friday at the end of the charrette week and design studio issues and ideas development process, the SUBRECIPIENT design team with assistance from PBC, shall provide a Work-in-Progress Presentation. presentation shall identify the issues raised the previous Saturday and chronicle how those issues were addressed for further input. This will be the first comprehensive look at developing the below described Glades Region Charrette Plan for later incorporation into the Glades Region Master Plan. The presentation shall be open to the public, with time for questions and answers, and it will be centrally located (possibly at City Hall or Palm Beach State College campus Dolly Hand Auditorium).

Submissions: The SUBRECIPIENT shall submit the following to the COUNTY:

- Copy of video recordings and photographs taken at the workshop and presentations.
- Description of the week-long (Saturday to Friday) charrette process and a summary of the Work-in-Progress Presentation, to be reviewed and commented on by all Group Members.

(G) DELIVERABLE #4: POST-CHARRETTE REPORTS

The SUBRECIPIENT shall complete the following work in connection with Deliverable #4:

Market Overview and Economic Development Analysis Report: The SUBRECIPIENT shall complete its market overview and economic development analysis for the Glades Region that takes into account the key components of economic analysis described above and shall submit its final Market Overview and Economic Development Analysis Report for review and comment by PBC and Group Members.

Submissions: The SUBRECIPIENT shall submit the following to the COUNTY: - Market Overview and Economic Development Analysis Report

Draft Glades Region Charrette Report: The SUBRECIPIENT, in coordination with PBC, shall prepare a draft Glades Region Charrette Report that consolidates and fully describes the master plan processes from the South Bay/Belle Glade Charrette and the Pahokee/Canal Point Charrette. The draft report shall include the public input and involvement, and highlight all recommendations in detail. All data and analysis developed during the process (including but not limited to the market and economic analysis, public design plans analysis and information provided by County Departments and all Group Members related to transportation, drainage, water/wastewater utilities and regulatory review), shall be incorporated into the report and shall be presented as the SUBRECIPIENT'S Charrette Plan Report. The report shall include an implementation section which shall contain SUBRECIPIENT'S recommended steps developed in cooperation with PBC, prioritized by time and necessity, for incorporation in the Glades Region Master Plan Guideline Document and Overlay Plan.

Submissions: The SUBRECIPIENT shall submit the following to the COUNTY: - Thirty (30) copies of the draft Glades Region Charrette Report

Submit Final Glades Region Charrette Report: The COUNTY shall provide the SUBRECIPIENT its comments and those of all Group Members regarding the draft Glades Region Charrette Report within forty-five (45) days of the receipt of the aforesaid draft report. The SUBRECIPIENT shall take into account all comments made available through the COUNTY (as well as comments made by other interested parties identified by the COUNTY) regarding the draft Glades Region Charrette Report, and shall prepare its final Glades Region Charrette Report.

Submissions: The SUBRECIPIENT shall submit the following to the COUNTY:

- Ten (10) copies of the final Glades Region Charrette Report

- Three (3) flash drives containing the final Glades Region Charrette Report in digital pdf format

(H) DELIVERABLE #5: POST-REPORT MEETINGS AND APPROVAL HEARINGS The SUBRECIPIENT shall complete the following work in connection with Deliverable #5:

Post-Report Meetings: The SUBRECIPIENT, in cooperation with PBC, shall make up to five (5) post-report presentations of its recommendations as contained in the Glades Region Charrette Report at venues in Palm Beach County to be determined by the <u>Project Approval Hearings:</u> The SUBRECIPIENT shall attend and participate in up-to eight (8) public hearings for the acceptance of the Glades Region Master Plan at venues in Palm Beach County to be determined by the COUNTY.

<u>Staff Level Meetings.</u> The SUBRECIPIENT shall attend and participate in as many staff-level meetings as necessary to coordinate the above referenced Post Report Meetings and Project Approval Hearings.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments to the SUBRECIPIENT for the satisfactory completion of deliverables described within this Agreement shall be according to the following schedule:

DELIVERABLE	PAYMENT AMOUNT
Deliverable #1:	
Upon completion of all work associated with Deliverable #1 as	\$90,109,70
described in Exhibit "A".	Ψου, 100.70
Deliverable #2:	
Upon completion of all work associated with Deliverable #2 as	\$67,849.50
described in Exhibit "A".	Ψοτ,049.50
Deliverable #3:	
Upon completion of all work associated with Deliverable #3 as	\$67,849.50
described in Exhibit "A".	Ψ07,049.50
Deliverable #4:	
Upon completion of all work associated with Deliverable #4 as	\$96.940.E0
described in Exhibit "A".	\$86,849.50
Deliverable #5:	
Upon completion of all work associated with Deliverable #5 as	\$34.730.00
described in Exhibit "A".	\$34,739.80
TOTAL	AA 17
TOTAL:	\$347,398.00

EXHIBIT "C"

FEDERAL REQUIREMENTS

A. Fair Housing and Civil Rights Laws:

The SUBRECIPIENT represents, warrants, and certifies to the COUNTY that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development Effectuation of Title VI of the Civil Rights Act of 1964;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
- d. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and implementing regulations at 28 CFR part 35;
- e. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
- f. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
- g. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.

The SUBRECIPIENT represents, warrants, and certifies to the COUNTY that it shall administer this Agreement in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing.

The SUBRECIPIENT represents, warrants, and certifies to the COUNTY that it shall ensure that employment, contracting, and other economic opportunities generated by the funds made available under this Agreement shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.

The SUBRECIPIENT shall cooperate with, and assist, HUD in its nondiscrimination and equal opportunity compliance activities and shall maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.

B. Limitation on Payments to Influence Certain Federal Transactions

The SUBRECIPIENT is subject to the provisions of Section 1352 of Title 31 of the U.S. Code which provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

C. Lobbying Activities Prohibition

The SUBRECIPIENT is subject to the provisions of Section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

D. Inspector General Referrals

The SUBRECIPIENT shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

E. Whistleblower Protection

The SUBRECIPIENT shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

- Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339
- b. Faxing at (202) 708-4829
- c. E-mailing to hotline@hudoig.gov
- d. Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

Map Acres Unincorporated Incorporated Community **USA-Glades** 25,671 19,063 Challenge Glades Unincorporated Urban Service Grant Area Application Area State Road 80

. Glades Regional Master Plan Treasure Coast Regional Planning Council - Staff Hour/Consultant Day Estimates August 22, 2012

PROJECT TASK						тсррс	OTA PP /C	itaff Hours			i waja		ONICHIA TO	ANTS (Co			
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	Compensated	In-Kind	I OTHI COST	Project	Urban	Urban	Regional	Regional	Regional		Architects	Urban Designers	Planners	Relail		Graphic	Sub-Tota
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Deliverable I:					1100,000,000,000,000	. I disperiente porto	The supplied pages	el nomenceration	42000000000	e industrial despite	St. 1445-Salida artificia ar	E 1: 40:00(12) : 40	1 34 (15.20.635)	50 Jan. 1993-99-876	 Londonésias del (1) 	() (es (s (2) 5 / 6	8. 1 (Arverts-4.)
Project Coordination and Due Diligence	7			Ī							1						
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a. Project Meetings	7	l		10	5	0	10	1 0	0	25	0	1 0	0	0	0	0	0
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a. Base Documentation	_		1	10	5	10	20	20	20	85	0	0	0	0	0	4	4
b. Data Collection	1 .			15	10	10	20	20	40	115	0	0	0	0	0	10	10
c. Field Work			1	18	20	10	20	30	40	138	0	1 0	0	0	0	10	10
d. Regulatory Review	1			5	0	7	20	20	50	102	0	1 0	0	0	0	4	4
e. Market Overview and Economic Analysis	1			5	2	0	0	5	50	62	0	ļ	 		 	ļ	
f. Submissions	1			5	5	0	5	0	0	15		0	0	6	6	0	12
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Deliverable 2:															100		
South Bay/Belle Glade Charrette	1 1																
Pre-Charrette South Bay/Belle Glade	1 1							,					,		·		
a. Public Involvement Plan	- 1											ļ					ļ
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c. Public Outreach Efforts	1 1			5	0	0	5	5	5	20	0	0	0	0	0	0	0
d. Stakeholder Interviews				10	25	10	20	25	30	120	0	0	0	0	0	0	0
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2. Public Design Charrette South Bay/Belle Glade	l I	1	ļ														<u> </u>
a. Saturday Public Design Session	1		I.	10	10	10	10	10	10	60	2	3	2	1	1	3	12
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Pahokee/Canal Point Charrette	l l	1	i														
Pre-Charrette Pahokee/Canal Point	ı	1	Γ				T	T									
a. Public Involvement Plan	1	1	f	5	0	0	10	10	5	30	0	0	0	0	0	0	0
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c. Public Outreach Efforts		1	i i	10	25	10	20	25	30	120	0	0	0	0	0	0	0
d. Stakeholder Interviews	I		F	10	20	0	0	0	0	30	0	0	0	0	0	0	0
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2. Public Design Charrette Pahokee/Canal Point	l	į	F				 +	<u>_</u>			<u>`</u> -				<u>`</u>		-
a. Saturday Public Design Session	1	1	F	10	10	10	10	10	10	60	2	3	2	1		3	12
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				107	נטט	/3	100	100	100	585	14	21	14	5	5	21	80

Deliverable 4:	1	1	1	r							1						
Post-Charrette Reports				ļ							 						
Market Overview and Economic Development Analysis Report				50	67	0	0	0	0	117	0	. 0	0	4	4	0	8
2. DRAFT Glades Region Charrette Report	1	l		100	150	100	150	150	50	700	0	0	0	0	1 0	0	0
3. FINAL Glades Region Charrette Report				34	20	88	50	50	0	242	0	0	0	0	0	0	0
Subtotals	\$86,849.50	\$15,000	\$101,849.50	184	237	188	200	200	50	1059	0	0	0	4	4	0	8
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Deliverable 5:						ALTO AND ADDRESS A	Acres Carles Carlotte Co.	Carried Control	200000000000000000000000000000000000000	- Contract of the State of the						and the second	State and seasons on
Post-Report Meetings and Approval Hearings																	
1. Post Report Meetings		l		30	10	0	0	0	20	60	0	0	0	0	0	0	0
Project Approval Hearings				23	16	0	0	0	30	69	0	0	0	0	0	0	0
Subtotals	\$34,739.80	\$15,000	\$49,739.80	53	26	0	0	0	50	129	0	0	0	0	0	0	0
TOTALS	\$347,398,00	\$75,000	\$422,398	525	525	375	500	500	500	2925 Hours	28	42	28	20	20		208 Days

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CERTIFICATE OF LIABILITY INSURANCE

TCREG-1 OP ID: TJ

DATE (MM/DD/YYYY) 09/05/14

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.

BI RI	ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT (EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE H	CONSTITUTE IOLDER.	A CONTR	ACT B	ETWEEN TH	HE ISSUING INSURER(S), Al	ITHORIZED			
IM th	PORTANT: If the certificate holder is an ADDITIONAL INST te terms and conditions of the policy, certain policies may re rtificate holder in lieu of such endorsement(s).	URED, the pol									
	DUCER Phone: 772	-286-4334 CC	ONTACT								
Stua	rt Insurance. Inc.										
Paln	1 City, FL 34990	E	HONE A/C, No, Ext): -MAIL DDRESS:			(A/C, (VD);					
Cab	ot W. Lord, CIC.	AL	DDRESS:	INCH	DEDIGI VEEUDD	ING COVERAGE		NAIC#			
		· IN	ISURER A : SC			ING COVERAGE		10190			
INSU	RED Treasure Coast Regional		INSURER B : Auto Owners Insurance Co 18988								
	Planning Council	<u> </u>	ISURER C:								
	421 SW Camden Ave Stuart, FL 34994-2903		ISURER D :								
	Guart, 1 E 34334-2300		ISURER E :								
			SURER F:			•					
CO	VERAGES CERTIFICATE NUMBER:		ASUNLA I'.		1	REVISION NUMBER:		L			
IN CI EX	HIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED DICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR REPORT MAY BE ISSUED OR MAY PERTAIN, THE INSURANCELUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN ADDLISUBR	CONDITION OF CE AFFORDED	F ANY CONT BY THE PO	TRACT OLICIES ED BY F	OR OTHER DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPE	CT TO	WHICH THIS			
INSR LTR	TYPE OF INSURANCE INSR WVD POLICE	YNUMBER	(MM/DD	MYYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	3				
_	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000			
Α	X COMMERCIAL GENERAL LIABILITY X X 72736615		12/0	03/13	12/03/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000			
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	10,000			
						PERSONAL & ADV INJURY	\$	1,000,000			
						GENERAL AGGREGATE	\$	1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	1,000,000			
	X POLICY PRO- JECT LOC					COMBINED SINGLE LIMIT	\$				
	AUTOMOBILE LIABILITY					(Ea accident)	\$	1,000,000			
В	X ANY AUTO X 4128687001		12/0	03/13	12/03/14	BODILY INJURY (Per person)	\$				
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	ANY PROPRIETOR/PARTNER/EXECUTIVE N/A NOT WITH STUA	N I INSUKANCE				E.L. EACH ACCIDENT	\$				
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYER	\$				
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					L	<u> </u>					
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Addi LM BEACH COUNTY BOARD OF COUNTY COMMISSIONE										
THI	S STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES	AND AGEN	TS AS AD	DITIC	ONAL						
	FURED FOR GENERAL LIABILITY AND AUTO LIABII FOR OF THE SAME.	LITY. WAIV	ER OF SU	JBROG	ATION IN						
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CE	RTIFICATE HOLDER		CANCELLA	AHON		v					
İ	Pl	BCBC-1	SHOULD A	ANY OF	THE ABOVE P	DESCRIBED POLICIES BE O	ANCE	LED BEFORE			
			THE EXP	IRATIO	N DATE TH	EREOF, NOTICE WILL					
	PALM BEACH COUNTY BOARD OF		ACCORDA	NCE W	ITH THE POLI	CY PROVISIONS.					

COUNTY COMMISSIONERS
301 N OLIVE AVE
W PALM BEACH, FL 33401

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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CERTIFICATE OF COVERAGE Certificate Holder Administrator Issue Date 9/17/14 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS Florida League of Cities, Inc. **Department of Insurance and Financial Services** 301 N. OLIVE AVENUE P.O. Box 530065 WEST PALM BEACH, FL 33401 Orlando, Florida 32853-0065 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 0604 COVERAGE PERIOD: FROM 10/1/14 COVERAGE PERIOD: TO 10/1/15 12:01 AM STANDARD TIME TYPE OF COVERAGE - LIABILITY **TYPE OF COVERAGE - PROPERTY General Liability** Buildings Miscellaneous Basic Form Comprehensive General Liability, Bodily Injury, Property Damage, Inland Marine Personal Injury and Advertising Injury Special Form Electronic Data Processing Errors and Omissions Liability Personal Property Bond Employment Practices Liability Basic Form Employee Benefits Program Administration Liability Special Form Medical Attendants'/Medical Directors' Malpractice Liability Agreed Amount ☐ Broad Form Property Damage Deductible N/A Law Enforcement Liability Coinsurance N/A Underground, Explosion & Collapse Hazard Blanket Limits of Liability Specific Replacement Cost Actual Cash Value **Automobile Liability** Limits of Liability on File with Administrator All owned Autos (Private Passenger) TYPE OF COVERAGE - WORKERS' COMPENSATION All owned Autos (Other than Private Passenger) X Statutory Workers' Compensation Hired Autos **Employers Liability** \$1,000,000 Each Accident Non-Owned Autos \$1,000,000 By Disease \$1,000,000 Aggregate By Disease **Limits of Liability** Deductible N/A SIR Deductible N/A Automobile/Equipment - Deductible Physical Damage NA - Comprehensive - Auto NA - Collision - Auto NA - Miscellaneous Equipment Other Description of Operations/Locations/Vehicles/Special Items RE: Verification of coverage 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** Cancellations Treasure Coast Regional Planning Council SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED 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. 421 SW Camden Avenue Suite 1 Stuart FL 34994 AUTHORIZED REPRESENTATIVE