

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	August 14, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Department of Housing and Economic Sustainability		

I. EXECUTIVE BRIEF



Motion and Title: **Staff recommends motion to Receive and File:** the following documents:

- A) Amendment 001 to an Agreement (R2018-0071) with the City of Riviera Beach under the Community Development Block Grant (CDBG) Program;
- B) Amendment 001 to an Agreement (R2018-0168) with the Village of Palm Springs under the CDBG Program;
- C) Amendment 001 to a Loan Agreement (R2017-1809) with Neighborhood Renaissance, Inc., under the HOME Investment Partnerships (HOME) Program; and
- D) A Controlling Entity Agreement with CIDC-Palm Beach County Community Development Entity, LLC, and the Bank of Belle Glade under the New Markets Tax Credits (NMTC) Program.

Summary: In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached documents have been executed on behalf of the Board of County Commissioners (BCC) by the County Administrator and the Director of the Department of Housing and Economic Sustainability (HES) in accordance with Agenda Items 5D-1, 3I-3, 3I-3 and Resolution R2018-0607, as approved by the BCC on July 11, 2017, January 23, 2018, February 6, 2018, and April 10, 2018, respectively. Amendment 001 with the City of Riviera Beach revised the project scope and the monthly performance requirements for design and construction of roadway improvements along Avenue O. Amendment 001 with the Village of Palm Springs provided an additional nine (9) months for completion of playground improvements at its Municipal Park Complex. Amendment 001 with Neighborhood Renaissance, Inc., swapped the designation of a HOME assisted unit with that of a non-HOME assisted unit. The Controlling Entity Agreement with CIDC-Palm Beach County Community Development Entity, LLC, and the Bank of Belle Glade established the County as the controlling entity to facilitate NMTC Program applications to the United States Department of the Treasury Community Development Financial Institutions Fund (CDFI Fund). These executed documents are now being submitted to the BCC to receive and file. **Federal CDBG and NMTC Program funds do not require a local match and HOME grant funds are Federal funds which require a 25% local match provided by State SHIP funds. Districts 3, 7, and Countywide (JB)**

Background and Justification: A) On January 23, 2018, the County entered into an Agreement (R2018-0071) with the City of Riviera Beach to provide \$177,587 in CDBG funds for roadway and infrastructure improvements along Avenue O and connecting streets. During the design phase of the project, the City discovered that the waterlines in the project area required replacement. This unanticipated work required additional design time and impacted the monthly performance requirements contained in the Agreement. The final completion date is not impacted by Amendment 001. Amendment 001 entered into on July 20, 2018, revised the monthly performance requirements and modified the scope of work to incorporate the waterline installation which will be funded by the City. The City has allocated \$177,300 for design and construction costs. (District 7) **Continued on Page 3**

- Attachment(s):**
- 1. Amendment 001 to the Agreement with the City of Riviera Beach
 - 2. Amendment 001 to the Agreement with the Village of Palm Springs
 - 3. Amendment 001 to the Loan Agreement with Neighborhood Renaissance, Inc.
 - 4. Controlling Entity Agreement with CIDC-Palm Beach County Community Development Entity, LLC, and the Bank of Belle Glade

Recommended By:	 Department Director	<u>7/23/18</u> Date
Approved By:	 Assistant County Administrator	<u>8/8/18</u> Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget?	Yes	X	No
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Does this Item include the use of Federal funds?	Yes	X	No	
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Fund _____ Dept. _____ Unit _____ Object _____ Program Code/Period _____

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

NO FISCAL IMPACT

C. Departmental Fiscal Review: 
Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

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


 7/25/18
 OFMB  7/24
 7/24 7/24


 8/18/18
 Contract Development and Control

B. Legal Sufficiency:

June Brink 8/9/18
Assistant County Attorney

C. Other Department Review:

Department Director

Background and Justification: (Continued from Page 1)

B) On February 6, 2018, the County entered into an Agreement (R2018-0168) with the Village of Palm Springs to provide \$114,259 in CDBG funds for the installation of playground equipment and improvements at their Municipal Park Complex. The Village has requested additional time to complete the project due to staffing issues in the Recreation Department that impacted the progress of the project. The Village has hired an Engineer to get their project back on track and has determined that the revised timeline will accommodate project implementation. The Village has allocated \$26,934 for the Engineer's cost. Amendment 001, entered into on July 20, 2018, provided an additional nine (9) months to the term of the Agreement. (District 3)

C) On September 25, 2017, the County entered into a Loan Agreement with Neighborhood Renaissance, Inc. (NRI), to provide a loan of \$532,187 in HOME funds for the construction of four (4) affordable townhouses in the Art Lofts at West Village project located at 110 North F Street Lake Worth. The project includes the construction of the aforesaid four (4) HOME assisted units and another four (4) non-HOME assisted units for a total of eight (8) units on the site with an estimated total project cost of \$2.6 Million. The Loan Agreement requires that the HOME assisted units be sold to households with incomes at no more than 80% of Area Median Income. Amendment 001, entered into on May 30, 2018, swapped the designation of a HOME assisted unit with a non-HOME assisted unit in order to accommodate NRI in their sales efforts and the desires of their purchasers. (District 3)

D) On June 8, 2018, the County entered into a Controlling Entity Agreement with CIDC-Palm Beach County Community Development Entity, LLC, and the Bank of Belle Glade in connection with the NMTC Program. The NMTC Program allows localities to apply to the CDFI Fund to receive tax credits which can then be sold to private investors to raise capital for economic and community development projects. In the event an application is successful, the County will receive and manage 80% of the allocated tax credits to apply towards qualifying projects within the County, and the Bank of Belle Glade will control the remaining 20% to apply towards projects located in the rural counties surrounding Lake Okeechobee. Additionally, fees of 5% of the awarded amount and 1% of project loans may be collected. Fees collected, less any administrative costs, will be split equally between the County and the Bank of Belle Glade. (Countywide)

**AMENDMENT 001 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH**

Amendment 001 entered into on July 20, 2018 by and between **Palm Beach County** and the **City of Riviera Beach**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2018-0071) with the City of Riviera Beach on January 23, 2018, to provide \$177,587 of Community Development Block Grant (CDBG) funds for roadway resurfacing and street improvements on 28th, 30th and 36th Streets and Avenue O in Riviera Beach ; and

WHEREAS, the City has requested to modify the scope of work to include water and sewer improvements and update the project completion date and corresponding monthly performance requirements; 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:

- 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. **EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I.B – PROJECT SCOPE**
The Scope of Work shall include water and sewer line improvements, including but not limited to the replacement of the existing water main and lining of the sanitary sewer system.

- C. **EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I.H – MONTHLY PERFORMANCE REQUIREMENTS**
Delete the Monthly Performance Requirements and dates and replace them with the following:

Advertise, Accept Bids and Award Contract by:	December 2018
Start Construction by:	January 2019
50% of Funds Expended by:	March 2019
Complete Construction by:	May 2019
Submit Final Reimbursement by:	June 1, 2019
100% of Funds Expended by:	June 15, 2019


NOTE: 100% of these CDBG funds awarded must be expended by June 15, 2019 and all necessary reimbursement documentation to meet this expenditure requirement must be submitted to HES, no later than July 1, 2019.


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

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

By: 
Thomas Masters, Mayor

By: 
Claudine L. Anthony, City Clerk

By: 
Attorney for Municipality (Optional)

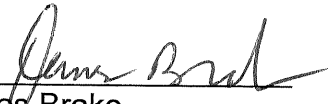
(COUNTY SEAL BELOW)

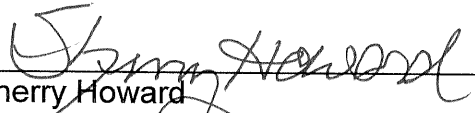
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Department of Housing & Economic Sustainability

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: 
James Brako
Assistant County Attorney

By: 
Sherry Howard
Deputy Director

**AMENDMENT 001 TO THE AGREEMENT
WITH
VILLAGE OF PALM SPRINGS**

Amendment 001 entered into on July 20, 2018 by and between **Palm Beach County** and the **Village of Palm Springs**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2018-0168) with the Village of Palm Springs on February 6, 2018, to provide \$114,259 of Community Development Block Grant (CDBG) funds for the installation of a shade shelter, exercise equipment and related improvements at the Municipal Park Complex at 226 Cypress Lane in Pam Springs; and

WHEREAS, the City has requested to modify the project completion date and corresponding monthly performance requirements; 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:

- 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 6: MAXIMUM COMPENSATION**
Replace "September 30, 2018" with "June 30, 2019".

- C. SECTION 7: TIME OF PERFORMANCE**
Replace "September 30, 2018" with "June 30, 2019".

- D. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I.H – MONTHLY PERFORMANCE REQUIREMENTS**
Replace "September 30, 2018" with "June 30, 2019"; and

Delete the Monthly Performance Requirements and dates and replace them with the following:


Advertise, Accept Bids and Award Contract by:	October 2018
Start Construction by:	December 2018
50% of Funds Expended by:	February 2019
Complete Construction by:	March 2019
Submit Final Reimbursement by:	May 2019
100% of Funds Expended by:	June 15. 2019

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.

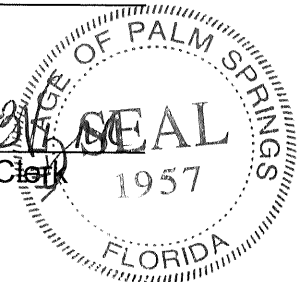
IN WITNESS WHEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: 
Bev Smith, Mayor

By: 
Kimberly M. Wynn, Village Clerk



By: _____
Attorney for Municipality (Optional)

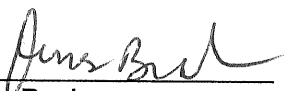
(COUNTY SEAL BELOW)

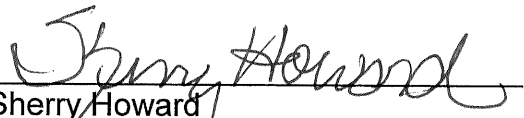
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Department of Housing & Economic Sustainability

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: 
James Brako
Assistant County Attorney

By: 
Sherry Howard
Deputy Director

AMENDMENT 001 TO THE LOAN AGREEMENT
WITH
NEIGHBORHOOD RENAISSANCE, INC.

MAY 30 2018

Amendment 001 to the Loan Agreement is made and entered into on _____, by and between **Palm Beach County** ("County") and **Neighborhood Renaissance, Inc.** ("Borrower").

W I T N E S S E T H:

WHEREAS, County entered into a Loan Agreement (R2017-1809) with Borrower on September 25, 2017, to provide \$532,187 of HOME Investment Partnerships Program (HOME) funds for the purposes of constructing eight (8) townhomes to be known as Art Lofts at West Village; and

WHEREAS, the County and Borrower have agreed to modify the Loan Agreement.

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. FOREGOING RECITALS AND TERMS

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 Loan Agreement.

B. SECTION 2: OVERVIEW OF THE PROJECT

Delete the first and second sentences of the second paragraph of Section 2 and replace them with the following:

The Borrower shall use a portion of the First Mortgage proceeds plus this Loan to construct the HOME Assisted Units which are affected by the requirements of this Agreement. The HOME Assisted Units consisting of four (4) townhomes are identified as Lot B, Lot E, Lot G and Lot H on the site plan shown in Exhibit J-1 attached hereto and incorporated herein by reference. The Borrower shall use the other portion of the First Mortgage proceeds plus the proceeds from the CRA Mortgage to construct the other four (4) townhomes identified as the Non-HOME Assisted Units as identified on the site plan shown in Exhibit J-1.

Except as modified by this Amendment 001, the Loan Agreement, remains unmodified and in full force and effect and County and Borrower hereby ratify, confirm, and adopt the Agreement as amended hereby..

This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Signed, sealed and delivered
in the presence of:

Witnesses:

**NEIGHBORHOOD RENAISSANCE, INC.,
a Florida corporation not-for-profit**

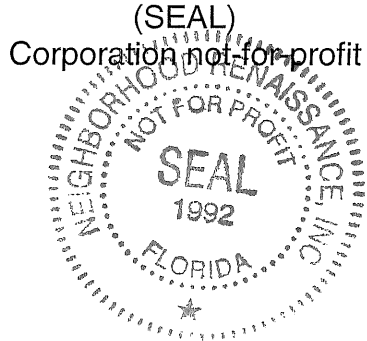
[Signature]
Witness Signature

By: Terri Murray
Terri Murray, Executive Director

Michael Pecar
Print Witness Name

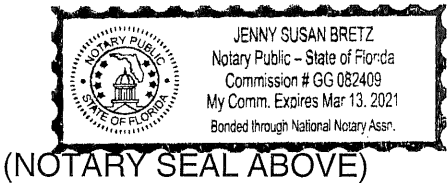
[Signature]
Witness Signature

CARLOS L. TOLEDO
Print Witness Name



**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 1 day of, May, 2018, by Terri Murray, as Executive Director of Neighborhood Renaissance, Inc., who is personally known to me, or who has produced FL- Driver License as identification and who did/did not take an oath.



Signature: Jenny S. Bretz

Notary Name: JENNY SUSAN BRETZ
Notary Public - State of Florida

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

By: [Signature]
Verdenia C. Baker
County Administrator

Approved as to Form and
Legal Sufficiency

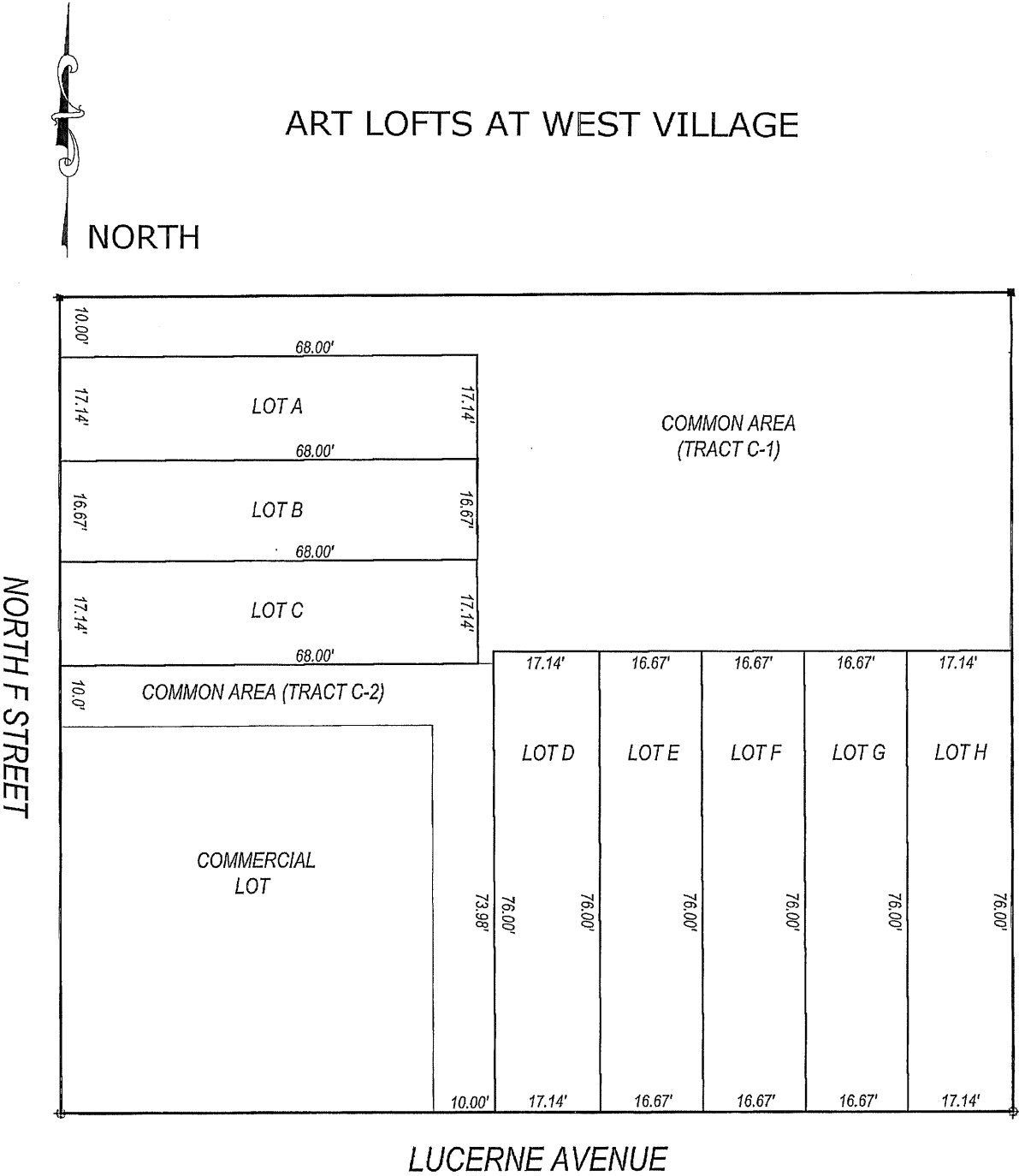
Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: James Brako
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard, Deputy Director

EXHIBIT J-1

SITE PLAN



HOME ASSISTED UNITS

- LOT B
- LOT E
- LOT G
- LOT H

NON-HOME ASSISTED UNITS

- LOT A
- LOT C
- LOT D
- LOT F

CONTROLLING ENTITY AGREEMENT

THIS CONTROLLING ENTITY AGREEMENT (the "Agreement") made and entered into as of JUN 08 2018, 20__, (the "Effective Date") by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and CIDC-Palm Beach County Community Development Entity, LLC having its office and principal place of business at 100 Australian Ave., Suite 500, West Palm Beach, Florida 33406 (hereinafter referred to as "CDE") and Bank of Belle Glade having its office and principal place of business at 108 SE Avenue D, Belle Glade, Florida 33430 (hereinafter referred to as the "Bank").

WITNESSETH:

WHEREAS, CDE is a qualified community development entity as certified by the Community Development Financial Institution Fund ("CDFI"); and

WHEREAS, CDE, as applicant, intends to file an application for new markets tax credits ("NMTC") authority pursuant to Notice of Allocation Availability for the NMTC Program (the "Application"); and

WHEREAS, Bank is a member of the CDE, Holding membership units of the CDE; and

WHEREAS, the Application allows for every applicant for NMTC authority to designate a Controlling Entity; and

WHEREAS, County is willing to be so designated as the CDE's Controlling Entity on the terms of this agreement; and

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and in consideration of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Effective Date. This Agreement shall become effective upon the Effective Date.
2. Controlling Entity Designation. For purposes of this Agreement, and as defined in IRC §45D, the term "control" means either:
 - a. Control or power to vote more than 50% of the equity interests in the CDE, either directly or indirectly or acting through one or more other persons ("Voting Control"); or
 - b. Control in any manner over the election of a majority of the Governing Board and Advisory Board of the CDE ("Board Control"); or
 - c. Power to influence, directly or indirectly, a controlling influence over the management policies or investment decisions of the CDE ("Management Control").

3. CDE hereby designates County as its Controlling Entity, and the County hereby accepts such designation. To evidence such designation, the Operating Agreement of the CDE shall designate the County as its non-member Manager, providing to the County as Manager, Voting Control and Management Control. As Manager, the County will have Board control over any governing board and/or advisory board as may be appointed by the CDE.

4. Rights and Responsibilities.

a. CDE

- i. The CDE shall maintain its status with the US Department of Treasury Community Development Financial Institutions Fund ("CDFI Fund") as a Community Development Entity pursuant to IRC §45D
- ii. The CDE shall maintain an Advisory Board as required for the Application.
- iii. The CDE shall have no claim to any awarded allocations resulting from the Application.
- iv. The CDE shall enter into separate agreements with the Bank and County to administer each designated project resulting from any awarded allocation.

b. County

- i. The County shall exercise reasonable efforts to allocate 80% of awarded allocation proceeds to be used for designated projects in areas located within the County.
- ii. The County shall receive 50% of all collected fees, and be responsible for 50% of all administrative costs associated with the application for NMTC, awarding of allocations, and administration of the NMTC loan program, that are the responsibility of the Bank, CDE, or County.
- iii. The County will select projects for submission in the Application, manage the sale of all awarded allocations, and manage the projects funded with proceeds.

c. Bank

- i. The Bank shall exercise reasonable efforts to allocate 20% of awarded allocation proceeds to be used for designated projects in rural areas located outside of the County.
- ii. The Bank shall receive 50% of all collected fees, and be responsible for 50% of all administrative costs associated with the application for NMTC, awarding of allocations, and administration of the NMTC loan program, that are the responsibility of the Bank, CDE, or County.
- iii. The Bank shall provide consulting services to the CDE and County associated with the NMTC application and awarded allocation that include, but are not limited to, marketing in the rural areas,

underwriting associated NMTC program loans, servicing associated NMTC program loans, and selling awarded tax credits.

5. Indemnification. CDE and Bank shall protect, defend, reimburse, indemnify, and hold the County, its agents, employees, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement, or due to the acts or omissions of the CDE or Bank.
6. Insurance. CDE shall ensure that in connection with each transaction it undertakes under the NMTC Program that each borrower of funds loaned by CDE or project developers otherwise benefitting from CDE's allocation of NMTCs to a business or project ("Borrower") shall maintain, at such Borrower's sole cost and expense the insurance coverages and limits (including endorsements) as prescribed by the County. Each such policy shall provide the CDE and County with at least ten (10) days prior notice of any cancellation, non-renewal, or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by such Borrowers are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CDE under the Agreement.
7. Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, national overnight delivery service, tele copied, or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by tele copier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

COUNTY:
Palm Beach County
Department of Housing and Economic
Sustainability
Attn: Department Director
100 Australian Ave, Ste. 500
West Palm Beach, Florida 33406

With a copy to:
Palm Beach County Attorney's
Attn: HES Attorney

301 North Olive Ave., 6th floor
West Palm Beach, FL 33401

CDE:

CIDC-Palm Beach County Community Development Entity, LLC

100 Australian Ave, Ste. 500

West Palm Beach, Florida 33406

Email: _____

Bank:

Bank of Belle Glade

Attn: Stephen M. Prielozny

108 SE Avenue D

Belle Glade, Florida 33430

Email: steve@bankbg.com

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

8. Binding Effect. The terms, conditions, and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, if any. This provision shall not constitute a waiver of any prohibitions or limitations regarding assignment.
9. No Recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.
10. Entirety of Agreement. The parties agree that this Agreement sets forth the entire agreement between the parties, and 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.
11. Venue. To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
12. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida.
13. Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

14. Governmental Authority. Nothing in this Agreement shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate CDE, Bank, or its operations.
15. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Bank and CDE certify that to their knowledge, their affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.
16. Remedies. 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 or 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.
17. Conflict of Interest. The CDE 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 CDE further represents that no person having any such conflict of interest shall be employed for said performance of services.
18. Non-Discrimination in County Agreements. Bank and CDE warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information.
19. Arears. The CDE shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CDE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.
20. Authority to Practice. The CDE hereby 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.

21. 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.
22. Regulations; Licensing Requirement. The CDE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CDE 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.
23. Independent Contractor Relationship. The CDE and Bank are, 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 CDE and Bank's sole direction, supervision, and control. The CDE and Bank shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CDE and Bank's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.
- a. The CDE and Bank do not have the power or authority to bind the County in any promise, agreement or representation.
24. Access and Audits. The CDE and Bank shall maintain adequate records to justify all fees collected, charges, expenses, and costs incurred in performance of the Rights and Responsibilities as defined herein for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CDE or Bank's place of business.

Palm Beach County has established the Office of the 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 Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the 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.

25. Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CDE and Bank: (i) provide a service; and (ii) act on behalf of the County as provided under Section 119.011(2) F.S., the CDE and Bank shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time, the CDE and Bank are specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CDE and Bank further agree that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CDE and Bank do not transfer the records to the public agency.
- D. Upon completion of the Agreement the CDE and Bank shall transfer, at no cost to the County, all public records in possession of the CDE and Bank unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CDE and Bank transfer all public records to the County upon completion of the Agreement, the CDE and Bank shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CDE and Bank keep and maintain public records upon completion of the Agreement, the CDE and Bank shall meet all applicable requirements for retaining public records. All records stored electronically by the CDE and Bank must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the CDE and Bank to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to

terminate for cause. CDE and Bank acknowledge that they have familiarized themselves with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CDE AND BANK HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CDE AND BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

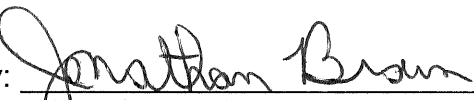
26. No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County, Bank, and/or CDE.
27. Termination for Convenience. This Lease may be terminated by either party hereto, with the Department of Housing and Economic Sustainability acting on behalf of the COUNTY, upon thirty (30) days advance written notice to the other party.
28. Termination of Prior Agreements. County and CDE hereby agree that the previous agreement dated July 19, 2011 (R2011-1107) shall be terminated in its entirety as of the Effective Date of this Agreement, whereupon the parties shall be released from all further obligations thereunder with the exception of those obligations arising prior to the date of termination or that expressly survive termination of the previous agreement.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

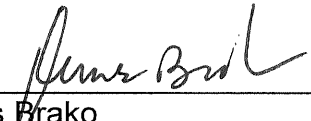
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

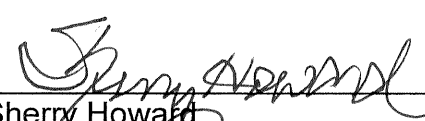
**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Jonathan B. Brown
Director of Housing and Economic
Sustainability

Approved as to Form and
Legal Sufficiency


Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

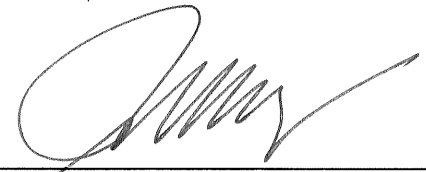
By: 
James Brako
Assistant County Attorney

By: 
Sherry Howard
Deputy Director

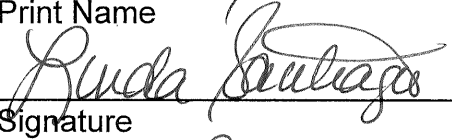
**Signed, Sealed and delivered
in the presence of two witnesses
for Bank:**

**Bank:
Bank of Belle Glade**


Signature

By: 
Stephen M. Prielozny, President

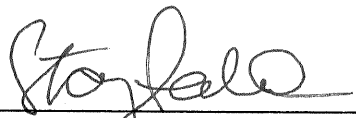
Wesley Lederma
Print Name


Signature

Linda Santiago
Print Name

(Seal)

Signed, Sealed and delivered
in the presence of two witnesses
for CDE:


Signature

Stacey Amodio
Print Name


Signature

Neri Wegner
Print Name

(Seal)

CDE:
CIDC-Palm Beach County Community
Development Entity LLC

By: 
William Loewenstein, Manager