

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 07, 2021 Consent Regular
 Ordinance Public Hearing

Department: Housing and Economic Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an Agreement with the Westgate/Belvedere Homes Community Redevelopment Agency (Agency) in the amount of \$237,247 funded under the FY2021/2022 Community Development Block Grant (CDBG) Program for land acquisition and development of a mixed-use project.

Summary: The agreement has been executed on behalf of the BCC by the Director of the Department of Housing and Economic Development in accordance with Agenda Item 6C-1 (R2021-0948), as approved by the BCC on July 13, 2021.

The Agreement with the Agency provides CDBG funds for the acquisition of real estate property located at 3473 Nokomis Avenue, West Palm Beach, Florida 33409. This property will be utilized in the development of a mixed-use project.

In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item.

These are Federal CDBG funds which do not require a local match. District 7 (HJF)

Background and Justification: the Westgate/Belvedere Homes Community Redevelopment Agency has executed an inter-local Agreement with Palm Beach County to participate in the CDBG Program as funded by the U.S. Department of Housing and Urban Development (HUD). The proposed project is CDBG eligible under 24 CFR 570.201(c) - Public Facilities and Improvements and will meet the National Objective of benefitting low-and-moderate-income persons per 24 CFR 570.208(a)(1).

Attachment(s):

- 1 Westgate/Belvedere Homes Community Redevelopment Agency CDBG Agreement

Recommended By: Jonathan Brown 11/8/2021
 Department Director Date

Approved By: Donald M. Miller 11/18/2021
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	\$237,247				
External Revenues	(\$237,247)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

Budget Account No.:

Fund 1101 Dept.143 Unit 1431 Object 8201 Program Code/Period BG194/GY21

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

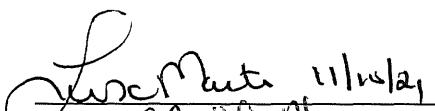
Approval of this agenda item will appropriate \$237,247 of Federal Community Development Block Grant funds to the Westgate/Belvedere Homes Community Redevelopment Agency.

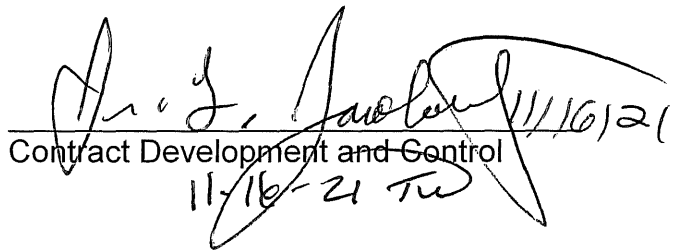
C. Departmental Fiscal Review:


 Shairette Major / Division Director II

III. REVIEW COMMENTS

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


 Lisa Mante 11/16/21
 OFMB 11-10-21
 (11-10-21)


 David J. Jacobson 11/16/21
 Contract Development and Control
 11-16-21 TD

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

THIS AGREEMENT, with an effective date of October 1, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **Westgate/Belvedere Homes Community Redevelopment Agency**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, herein after referred to as the "**AGENCY**", having its principal office at 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409, and its Federal Tax Identification number as 52-1657361.

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

WHEREAS, Palm Beach County, in accordance with the FY 2021/2022 annual Action Plan, and the Agency, desire to provide the activities specified in "Exhibit A" of this Agreement; and

WHEREAS, Palm Beach County desires to engage the Agency to implement such undertakings of the Community Development Block Grant Program.

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

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Agency" means the Westgate/Belvedere Homes Community Redevelopment Agency
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

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

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall implement the herein described property acquisition activity which has been determined to be **Acquisition**, under 24 Code of Federal Regulations (CFR) 570.201(a). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will meet the National Objective of benefiting **Low- and Moderate- Income Persons on an Area-Wide Basis per 24 CFR 570.208(a)(4) – Job creation or retention activities.**

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

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

6. MAXIMUM COMPENSATION

The Agency agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$237,247** for the period of October 1, 2021, through and including June 30, 2022. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Agency prior to **June 30, 2022**.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Agency for all budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for work performed and/or payments made by the Agency, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Agency or any subcontractors hereunder. The Agency shall request

payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Agency may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Agency shall be accompanied by a letter from the Agency, provided on the Agency's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED. The Agency may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Agency during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Agency through this agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Agency shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Agency shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

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

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Agency ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required,

and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost.

- (D) PURCHASING
All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Agency's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.
- (E) REPORTS, AUDITS, AND EVALUATIONS
Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.
- (F) ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS
DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Agency has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.
- (G) PROGRAM - GENERATED INCOME
All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Agency requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

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

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Agency warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Agency represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Agency shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Agency retaliate against any person for reporting instances of such discrimination. The Agency shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Agency understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Agency shall include this language in its subcontracts.

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

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

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this

Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Agency shall provide written verification of compliance.

13. EVALUATION AND MONITORING

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

14. AUDITS AND INSPECTIONS

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

15. REPAYMENT PROVISIONS

In the event the Agency fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or U. S. HUD as determined that the County or Agency has a repayment obligation required due to the Agency's performance or lack thereof, the Agency shall be responsible to reimburse the County in the amount requested by the County within 60 days of the date of written notification from the County to the Agency.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG funds must either be used to meet one of the national objectives in Federal Community Development Block

Grant Regulations 24 CFR 570.208 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Agency shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. This provision shall survive the expiration or termination of this Agreement.

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Agency for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Agency against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Agency shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Agency's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Agency shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Agency.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY AGENCY

The Agency shall maintain at its sole expense, in force and effect at all times during the term of this Agreement insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agency under the Agreement. Agency agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability:** Agency shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. Workers' Compensation Insurance & Employer's Liability:** Agency shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. Professional Liability:** Agency shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Agency's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Agency warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Agency shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Agency of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- D. Waiver of Subrogation:** Except where prohibited by law, Agency hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. 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, then Agency shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Agency enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this agreement, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Agreement, the Agency shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33460

F. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

21. MAINTENANCE OF EFFORT

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

22. CONFLICT OF INTEREST

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

23. CITIZEN PARTICIPATION

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

24. RECOGNITION

The Agency shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Agency shall also notify the County prior to any ceremonies or events relating to

facilities or items funded by this agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Agency will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. AGREEMENT DOCUMENTS

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

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
- (B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Agency's personnel policies and job descriptions; and
- (J) The Agency's Certificate of Insurance.
- (K) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

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

26. TERMINATION AND SUSPENSION

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

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the

effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Agency for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Agency for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

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

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Agency for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

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

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives.

Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Agency, and signed by both parties.

29. NOTICES

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

30. INDEPENDENT AGENT AND EMPLOYEES

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

31. NO FORFEITURE

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

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. 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 Agency.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Agency: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Agency shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Agency is 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 Agency further agrees 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 Agency does not transfer the records to the County.
- D. Upon completion of the Agreement the Agency shall transfer, at no cost to the County, all public records in possession of the Agency 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 Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records.

All records stored electronically by the Agency 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 Agency 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. Agency acknowledges that it has familiarized itself 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'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.

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. ENTIRE UNDERSTANDING

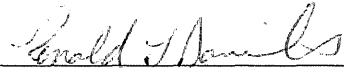
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

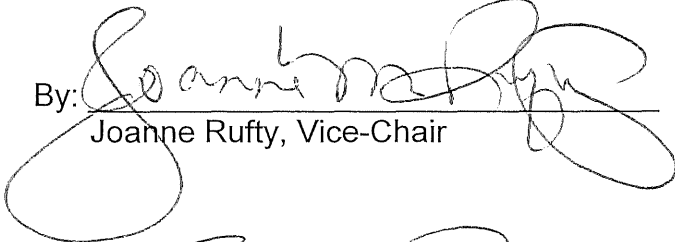
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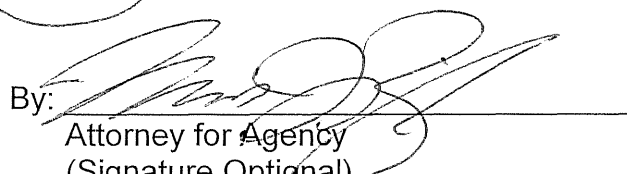
WITNESS our Hands and Seals on this 21st day of October, 2021.

(AGENCY SEAL BELOW)

**WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT AGENCY**

By: 
Ronald L. Daniels, Board Chair

By: 
Joanne Ruffy, Vice-Chair

By: 
Attorney for Agency
(Signature Optional)
Thomas J. Baird

WITNESS our Hands and Seals on this 25th day of October, 2021.

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

BOARD OF COUNTY COMMISSIONERS

By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: Howard J. Falcon III
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: DC=org, DC=pbcgov, OU=Enterprise,
OU=CATT, OU=Users, CN=Howard J.
Falcon III, E=HFalcon@pbcgov.org
Reason: I am the author of this document
Location: your signing location here
Date: 2021.10.25 14:36:05 -0400
Foxit Reader Version: 10.1.0

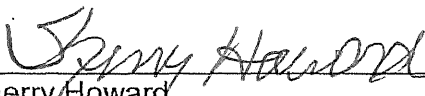
By: 
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE PROJECT:

- **Property Acquisition:** The Agency shall utilize the CDBG funds contained herein to acquire a vacant parcel of land located at 3473 Nokomis Avenue, West Palm Beach, Florida 33409, to further assemble a site for the development of a mixed-use project on Westgate Avenue Corridor. The utilization of CDBG funding provided herein is subject to the following:
 - The acquisition shall be undertaken pursuant to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). The Agency's Attorney shall certify that the acquisition is in compliance with URA.
 - Reimbursement for eligible acquisition expenses shall be made following DHED's review and approval of the Agency's submittal of documentation of compliance with the URA.
 - Eligible property acquisition expenses funded through this Agreement, subject to DHED approval, are those consistent with property acquisitions using Federal CDBG funds. They include, but are not limited to: land costs, closing costs as they appear on the Settlement Statement, title insurance, settlement fees, real estate taxes, state documentary stamps, intangible taxes, wire and courier fees, appraisal costs, survey costs and environmental studies.
 - All costs to be reimbursed for the acquisition shall be processed by the County following the Agency's receipt of title to the property and presentation to DHED of the recorded Declaration of Restriction.
- **National Objective/Job Creation:** The commercial component of the project shall result in the creation of no less than seven (7) full-time equivalent job positions.
- **Declaration of Restriction:** To meet the HUD mandated National Objective, the Project, as presented to DHED, requires the acquisition of one (1) parcel, 3473 Nokomis Avenue, to complete assembly of the site for the development of a mixed-use project. As part of the real estate closing on this property, the Agency shall execute and record a Declaration of Restriction. The Declaration is attached hereto and made a part hereof as Exhibit "B" (PCN: 00-43-43-30-03-034-0420).

The Agency acknowledges that the acquisition of property in and of itself does not satisfy the National Objective requirement for the expenditure of CDBG Funds. The activity following the acquisition must satisfy the requirement. Should CDBG funds be expended on property acquisition and a national objective not be met within 36 months of the initial CDBG expenditure, the Fair Market Value of the acquired parcel(s), less the portion attributable to expenditure of non-CDBG funds, is subject to recapture by the County.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

A. LAND ACQUISITION TERMS:

- (1) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Agency shall fund all amounts in excess of the amount to be funded by the County.
- (2) The Agency shall inform DHED of any environmental findings or conditions discovered during the due diligence for the acquisition of the property. Applicable mitigation measures must be incorporated into the project by the Agency in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Agency shall be responsible for all costs of mitigation.
- (3) The Agency shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Agency shall also acknowledge the County's participation whenever the situation presents itself.

The Agency further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Agency's compliance with this Agreement's requirements and shall make the final determination of the Agency's compliance with applicable regulations governing the CDBG funding of this project.

B. MONTHLY PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities shall be as follows:

Property Acquisition

Purchase and Sale Agreement executed by:	February 2022
Real Estate Closing by:	April 2022
Request 100% Reimbursement for Land Acquisition by:	June 30, 2022

NOTE: 100% of the CDBG funds awarded must be expended by June 30, 2022 and all necessary reimbursement documentation to meet this expenditure requirement must be submitted to DHED, no later than June 15, 2022.

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Agency shall request, in writing, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or his/her designee may, at their sole discretion, revise/amend the performance dates via written notification to the Agency. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Agency may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Agency to comply with these requirements may negatively impact ability to receive future grant awards.

- C. **REPORTS:** The Agency shall submit to DHED a detailed Monthly Performance Report in the form provided as Exhibit "C" to this Agreement, or other form as may be required by DHED. Each Report must account for the total activity for which the Agency is funded under this Agreement, and an Agency representative must certify that all of the Agency's Monthly Performance Requirements contained herein have been met during the reporting period.

These Monthly Performance Reports shall be used by DHED to assess the Agency's progress in implementing the project.

- D. **USE OF THE PROJECT FACILITY/PROPERTY:** The Agency agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

- (1) The Agency shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Agency provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
- (2) If the Agency determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Agency to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

E. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify any potential environmental impacts and any required conditions or mitigation measures that the Agency must consider in the design and implementation of the project. The Agency acknowledges that acquisition may not take place until DHED notifies the Agency of the results of the ER and the Release of Funds from HUD. Where applicable, the Agency shall submit to DHED a plan of action and an implementation schedule for complying with any identified environmental conditions requiring mitigation. The Agency shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Agency shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project. The Agency acknowledges that such mitigation measures may affect the total project cost and that Agency may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A.** Provide funding for the above-specified acquisition as described above in Exhibit "A": - Section 1, during the term of this Agreement, in the amount of **\$237,247**. However, the County may not provide any funding for the acquisition activities until the Agency provides documentation showing that sufficient funds are available to complete the project.
- B.** County shall not provide any funding for the acquisition until the Agency provides documentation showing that the Agency's acquisition has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C.** Provide technical assistance to the Agency when requested.
- D.** Monitor the Agency at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E.** Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

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

EXHIBIT "C"

MONTHLY REPORT

Report For:	Month: _____ Year: _____
Agency Name:	WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
Project Name:	PROPERTY ACQUISITION – 3473 Nokomis Avenue, West Palm Beach, Florida 33409
Report Prepared By:	_____ Name Signature Date

BUDGETING AND EXPENDITURE PROJECTIONS

Month/yr	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
Month/yr	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sept 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

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

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 237,247	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

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

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

PROJECT ACTIVITIES & SCHEDULE: Describe your accomplishments and any problems encountered during this reporting period: _____

PROPERTY ACQUISITION

DATE

SUBMIT MONTHLY REPORTS STARTING	October 2021
PURCHASE AND SALE AGREEMENT BY	December 31, 2021
REAL ESTATE CLOSING	April 2022
SUBMIT REIMBURSEMENT DOCUMENTS BY	October 15, 2022
REQUEST 100% REIMBURSEMENT BY	October 15, 2022
100% CDBG FUNDS EXPENDED BY	October 30, 2022

Send report to: Project Coordinator or Bud Cheney,
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT "B"

Return to:

Palm Beach County
Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Attn: Jeffery Bolton

PCN: 00-43-43-30-03-034-0420

DECLARATION OF RESTRICTIONS

The undersigned, **Westgate/Belvedere Homes Community Redevelopment Agency**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409 ("Owner"), for the property described below, in consideration of Two Hundred Thirty-Seven Thousand Two Hundred and Forty-Seven Dollars (\$237,247) provided by Palm Beach County, a political subdivision of the State of Florida ("County") as part of the County's Federal Community Development Block Grant Program ("CDBG") funding to the Owner for purposes of acquiring the Property hereinafter defined, does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the "Property", and described as:

**Legal Description
(See attached Exhibit "A")**

1. These restrictions (the "Declaration") shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions apply to both the land described herein and to all improvements built upon such land. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
2. In consideration for providing Federal CDBG funding required for the acquisition of the Property, Owner hereby covenants and agrees that the Property shall be subject to the terms, conditions, and restrictions contained in this Declaration.
3. The Federal CDBG national objectives require that the Property must benefit low and moderate income ("LMI") persons. The Property is to be acquired for the purposes of developing a multi-use project consisting of both commercial and housing uses and the Owner agrees to meet the CDBG National Objective by agreeing to the following restriction:

Low/Mod Job Creation/Retention – Per 24 CFR 570.208(a)4 the activity will create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons. CDBG would require the creation of no less than 7 FTE jobs (\$227k/\$35k job) of which no less than 51% are held by or made available to L/M income persons. The project is located in a Census Tract with a 47% poverty rate, so the job creation may be presumed to serve LMI persons if all the criteria at 24 CFR 570.208(a)(4)(v) are met. 24 CFR 570.489(j) requires that when CDBG funds are used to acquire or improve real property, that property must serve its intended use and meet a National Objective for no less than 5 years.

4. Should the Property cease meet the restrictions as set forth in Section 3, the Owner shall repay to the County an amount equal to the current fair market value of the property, less any portion of value attributable to expenditures of non-CDBG funds for acquisition and improvements to the property. Owner shall make repayment promptly upon demand by the County.

5. No lien superior to this Declaration of Restrictions shall be voluntarily created by the owner of record except with County's written prior consent.

6. The County, as an intended beneficiary of this Declaration, may enforce the provisions of this Declaration by any remedy available by law or equity. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration of Restrictions shall not bar or breach any of the County's rights or remedies on any subsequent default.

7. The conditions and restrictions imposed by this Declaration shall constitute covenants running with the land and shall be binding upon and burden any party having or hereafter acquiring any right, title, or interest in or to all or any portions of the real property described in this Declaration from the date of this Declaration until such date that is five (5) years after the date of final Certificate of Occupancy for the planned development of the property is received.

8. The Owner shall cause this Declaration or Restrictions to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Town shall provide it to the Director of Department of Housing and Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, Florida, 33406.

Executed this 21st day of October, 2021.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Owner: Ronald Daniels

Witness Signature: Elizee Michel

ELIZEE Michel
Print Witness Name

Carmen Patricia Geraine
Witness Signature

Carmen Patricia Geraine
Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on 10-21-21 by Ronald Daniels, as _____ who is personally known to me, or who has produced _____ as identification.

Signature: M-D-B

Notary Name: Mai D. Bui
Notary Public - State of Florida



EXHIBIT "A"

Legal Description

PCN: 00-43-43-30-03-034-0420

Lots 42, 43, 44 and 45, Block 34, West Gate Estates (NORTHERN SECTION), according to the Plat recorded in Plat Book 8, Page 38, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.

Property also known as: **3473 Nokomis Avenue, West Palm Beach, Florida 33409**



October 25, 2021

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

Attn: Jonathan Brown, Executive Director

Re: Signature Authority for CDBG Agreement

Dear Mr. Brown:

This is to certify that Mr. Daniels has the authority to sign documents on behalf of the Westgate Belvedere Homes Community Redevelopment Agency as the CRA's Board Chair in accordance with Article XII of the CRA By-Laws as attached.

Also attached is a document approved by the Board of County Commissioners to select Mr. Ronald Daniels as the Chair of the Westgate Belvedere Homes CRA.

We thank you for assisting us with the CDBG Agreement and the funding for this mixed-use project on Westgate Avenue. If you need anything else, please contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Elizée Michel".

Elizée Michel, Executive Director

ARTICLE I

GENERAL PROVISIONS

1. **Parliamentary Procedure.** The Westgate/Belvedere Homes Community Redevelopment Agency (the "CRA") Board of Commissioners shall be governed by, and operated under, the Robert's Rules of Order, unless otherwise provided in these By-Laws.
2. **Jurisdiction.** The provisions of these By-Laws shall prevail in all geographical areas of Palm Beach County which have been placed under jurisdiction of the CRA, pursuant to Part III of Chapter 163, Florida Statutes, (as amended).
3. **Principal Place of Business.** The principal office of the CRA shall be located at 1280 N. Congress Avenue, Suite 215, West Palm Beach, Florida 33409. All books and records of the CRA shall be open to the public for inspection and copying in accordance with the laws of the State of Florida, but may not be removed from the CRA principal office.
4. **Commissioners (Number and Term of Office).** The agency shall consist of seven (7) commissioners appointed by the Board of County Commissioners. Any person may be appointed as a commissioner if he or she resides or is engaged in business, which shall mean owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency. CRA Commissioners shall serve staggered terms of four (4) years each. A quorum of the CRA Board shall be comprised of four (4) of seven (7) regular CRA Commissioners present, in person, at a meeting or workshop.
5. **No Compensation.** The CRA Commissioners shall serve without compensation, but individual commissioners shall be entitled to the reimbursement of their reasonable and necessary expenses incurred in the performance of their duties including, but not limited to, meals, lodging and mileage expenses. The reimbursement of any expenses shall be subject to the approval of the CRA Board. The reimbursement of expenses for a CRA Commissioner's travel outside of Palm Beach County shall be approved in advance by the Palm Beach County Board of County Commissioners.

6. **Removal From Office, Attendance.** Any CRA Commissioner may be removed from office by the Board of County Commissioners of Palm Beach County pursuant to Part III of Chapter 163, Florida Statutes, for inefficiency, neglect of duty, or misconduct in office. Commissioners removed pursuant to this paragraph shall discontinue service immediately upon removal from office, and the vacancy shall be filled in accordance with the procedures set forth in Article IV. The inability to attend to duties of office or lack of attendance, as defined below, shall constitute sufficient grounds for a finding of neglect of duty. Lack of attendance shall be as defined by Resolution of the Palm Beach County Board of County Commissioners, and may be amended from time to time. Resolution No. R-2002-1606 of the Board of County Commissioners of Palm Beach County is hereby adopted by reference, and incorporated herein. Lack of attendance is defined as a failure to attend three (3) consecutive meetings or a failure to attend at least two-thirds of the meetings scheduled during a calendar year. Participation for less than three-fourths of a meeting shall be the same as a failure to attend a meeting. Personal hardship shall not constitute lack of attendance.

ARTICLE II

MEETINGS

1. **Regular Meetings.** The CRA shall hold a regular meeting on the second Monday of every month at 5:00 P.M., excluding legal holidays only, unless otherwise decided by a majority vote of the CRA Board. CRA regular and special meetings shall be held at a location within the boundaries of the CRA as determined by the CRA Board unless a different location is specified by the CRA Board with reasonable advance public notice, prior to the meeting.
2. **Special Meetings.** In addition to regularly scheduled meetings, special or workshop meetings of the CRA Board may be held by a call of the Chair, or by a majority of the CRA Commissioners. Advance written notice including electronic notices of a workshop or special meetings shall be given to all CRA Commissioners specifying the date, the time, and the purpose of the meeting or workshop.
3. **Open Meetings.** In accordance with the laws of the State of Florida, all business of the CRA shall be conducted at duly noticed public meetings. No CRA Commissioner shall conduct or discuss business of the CRA Board with another Commissioner at any formal or informal meeting except in accordance with Florida law. All written correspondence made or received by a CRA Commissioner, or CRA staff, in connection with the transaction of the official business of the CRA shall be a public record.
4. **Quorum.** A majority of the CRA Board shall constitute a quorum for all meetings of the CRA.

5. **Adjourned Meetings.** If any meeting cannot be held because a quorum is not present, the CRA Commissioners who are present, may adjourn the meeting to a time certain, and written notice of the continuation of such adjourned meeting shall be given to each absent CRA Commissioner.
6. **Annual Organizational Meetings.** The annual organizational meeting of the CRA shall be held at the regular May CRA meeting, or as soon thereafter as is feasible.
7. **Public Comment.** Members of the public may comment on those items which have been identified on the agenda as items for public comment. Other members of the public or business representatives are also welcome to attend meetings of the CRA, and may comment on any items which have been identified on the agenda for public comment. In the interest of affording the public fair access and the opportunity to be heard, the following procedures shall be observed:
 - a) All persons attending CRA Board meetings and workshops are asked to sign an attendance roster provided at the CRA Board Meeting.
 - b) Any person wishing to speak on an agenda item, shall complete a public comment card and submit the card to the secretary of the CRA Board prior to the Board's discussion of the item.
 - c) Public comment shall be permitted on specifically listed agenda items. Comments shall be relevant to that agenda item only. The Chair may permit public comment on those agenda items which are not listed as public comment, but which are for the discussion of only the Commissioners, and for non-agenda items. The Chair may establish a maximum time limit for discussion of an agenda item specified for public comment.
 - d) Public comment shall be taken prior to there being a proper motion on the floor for the CRA Board's discussion.
 - e) Persons wishing to speak shall stand and be recognized by the Chair. Any comments or questions shall be directed to and shall go through the Chair. The Chair shall limit a person's time for comment to three (3) minutes, unless waived by the Chair.
 - f) The Chair may determine a speaker or member of the public to be "out of order" in instances where the speaker is making redundant, irrelevant, impertinent or slanderous comments, or who makes comments from the audience or otherwise becomes boisterous, causes a disturbance, or is disrespectful toward the CRA Commissioners, or another person making comments or attending a meeting of the CRA. In such instances, the Chair may bar the speaker from further public comment, unless permission to

continue or again address the CRA is granted by a majority vote of the CRA Commissioners then present and voting.

- g) Any person who appeals a decision of the CRA Board with respect to any matter considered at the CRA meeting, is advised to obtain a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made. The costs of transcribing such verbatim record shall be borne by the person who seeks the verbatim record.

ARTICLE III

VOTING

All actions of the CRA, except for those referenced in Article VIII, shall be taken when a quorum is present, by an affirmative vote of a majority of the members of the CRA then present and voting.

ARTICLE IV

NOMINATIONS

1. **Nominations.** At the annual meeting of the CRA, nominations shall be taken for the seats of CRA Commissioners whose terms have expired, or which are vacant. Residents, property owners and business owners within the boundaries of the Redevelopment Area are eligible to nominate and may be nominated for consideration by the Palm Beach County Board of County Commissioners to serve as a CRA Commissioner. Each nominee for each CRA Commission seat may address the CRA Board for up to five (5) minutes, to present the nominee's qualifications and interest in serving as a CRA Commissioner.
2. **Appointments; Qualification; Term.** At the regular meeting immediately following the appointment by the Palm Beach County Board of County Commissioners of the newly appointed Commissioners, the CRA Commissioners shall elect a Chair and Vice-Chair from amongst its Board. The term of the Chair and Vice-Chair shall be one (1) year, beginning with the date of election. The results of the election shall be forwarded to the Palm Beach County Board of County Commissioners for its formal approval.
 - a) **Chair.** The Chair shall preside at all meetings; shall execute all instruments in the name of the CRA; shall appoint such committees from time-to-time as may be deemed appropriate; and shall perform all other duties as may be required by the CRA.

- b) **Vice-Chair.** The Vice-Chair shall, in the absence, disqualification, or disability of the Chair, or at the Chair's direction, exercise all of the functions of the Chair.

ARTICLE V

STAFF SUPPORT

1. The staff support of the CRA shall be provided by the CRA's employees, and those employees assigned by the various departments of Palm Beach County. Any requests for County staff support shall be by proper motion and approved by a majority of the Commissioners of the CRA then present and voting, and transmitted to the Palm Beach County Board of County Commissioners. The CRA Commissioners shall appoint an Executive Director and a CRA Board Attorney who shall serve at the pleasure of the Board. The Executive Director shall have the power and authority to hire and fire all other CRA employees.
2. Additional staff shall follow the assigned job description and when appropriate, may assume additional duties as assigned by the CRA Board of Commissioners.
3. An employee of the CRA staff shall serve as the Clerk of the CRA and shall take the roll call at all meetings; be custodian of all books and public records of the CRA; make and keep the minutes of all meetings; to issue all written notices of meetings; receive and file reports and forms, including, but not limited to, voting conflict forms and other required disclosure forms; and perform such other duties as may be designated by the CRA.
4. A member of the CRA staff shall make and keep the financial records of the CRA's operating budget; make and keep full and accurate accounts of receipts and disbursements of the CRA; have custody of all operating funds of the CRA; render semi-annual budget reports to the CRA; make and file all financial reports and statements necessary to be made and filed by the CRA pursuant to the provisions of Chapter 163, Part III, Florida Statutes, with all appropriate State and local government agencies.

ARTICLE VI

DRUG FREE WORKPLACE

The Offices of the Westgate/Belvedere Homes Community Redevelopment Agency shall be a drug free workplace and shall follow the adopted rules and regulations of Palm Beach County which establish a drug free work place. In terms of drug testing and procedures, all CRA employees shall be treated as if Palm Beach County employees.

ARTICLE VII

EMPLOYEE'S APPEAL REVIEW COMMITTEE

Upon the request of a CRA employee, the CRA may form a Sub-Committee to review any complaints by a CRA employee, concerning a disciplinary action taken against a CRA employee.

ARTICLE VIII

EMINENT DOMAIN

Whenever the CRA recommends the use of its powers of eminent domain, a vote of at least five (5) CRA Commissioners, shall be necessary to request that the Palm Beach County Board of County Commissioners approve the CRA's exercise of its eminent domain powers.

ARTICLE IX

ACQUISITION, MANAGEMENT AND DISPOSAL OF REAL PROPERTY

Whenever the CRA authorizes the sale, purchase, lease or other transfer of real property which has been acquired by the CRA for a community redevelopment project or in a community redevelopment area, it shall do so only upon a favorable majority vote of a quorum of the CRA Board present and voting. No vote shall be taken regarding the disposal of real property pursuant to this Article, until at least one (1) public hearing has been held. Such public hearing shall be held no less than thirty (30) days after public notice of such hearing is published in a newspaper of general circulation located in Palm Beach County, Florida, in the legal section of said newspaper, and in that part of the newspaper devoted to general news.

ARTICLE X

FISCAL MANAGEMENT

1. **Fiscal Year.** The fiscal year of the CRA shall begin on October 1 of each year and shall close on September 30.
2. **Budget.** The CRA shall prepare a budget prior to October 1 of each year which shall be forwarded to the Palm Beach County Board of County Commissioners for its review and adoption.

3. **Accounting Practices.** In accordance with Florida law, the CRA shall comply with all regulations of the State Department of Banking and Finance, uniform accounting practices and procedures for units of local government.
4. **Annual Audit Report.** The CRA shall file with the Palm Beach County Clerk and with the State of Florida Auditor General on or before March 3 of each calendar year, a report of its activities for the preceding calendar year. The report shall include complete financial statement setting forth the CRA's assets, liabilities, income and operating expenses as of the end of the calendar year. At the time of filing the report, the CRA shall publish in a newspaper of general circulation in the community, a notice to the effect that such report has been filed with Palm Beach County, and that the report is available for inspection during business hours in the office of the County Clerk of Palm Beach County.
5. **Audit.** Within six (6) months after the end of each fiscal year the CRA shall cause to be prepared a post audit of the accounts and records of the CRA in accordance with the rules of the State Department of Banking and finance. Such post audit shall be completed by an independent certified public accountant. Such post audit may be accomplished in conjunction with Palm Beach County's annual post audit by the same certified public accountant, provided the funds for this are made available by Palm Beach County for the CRA's use.
6. **Expenditures.** No funds of the CRA shall be expended other than for a public purpose and in accordance with "adopted procedures and regulations of Palm Beach County," as applicable. Further, such expenditures shall be made upon authorization by the CRA, in accordance with its budget.

ARTICLE XI

AMENDMENTS

All Amendments to these By-Laws shall be by majority vote of a quorum of the CRA Commissioners, then present and voting.

ARTICLE XII

EXECUTION OF DOCUMENTS

All documents executed on behalf of the CRA Board shall be executed by the Chair, or if the Chair is unavailable, then the Vice-Chair, or other Commissioner, in descending order. The Executive Director may execute documents on behalf of the CRA Board only in those cases where the Board of Commissioners has delegated the authority to do so at a public meeting of the Board.

Amended and Adopted in February 2015

PALM BEACH COUNTY **RW/MCB 7-0**
BOARD OF COUNTY COMMISSIONERS **APPROVED**

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF **AUG 17 2021**

BMS _____ D.C.
MINUTES & RECORDS SECTION

Meeting Date: August 17, 2021 Consent Regular
 Workshop Public Hearing

Submitted by: Westgate/Belvedere Homes Community Redevelopment Agency

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the following Westgate/Belvedere Homes Community Redevelopment Agency (CRA) Board Officers for a term expiring on June 13, 2022.

Board Member

Office

Ronald Daniels
Joanne Ruffy

Chair
Vice-Chair

Summary: The Westgate/Belvedere Homes CRA Board consists of seven (7) At-Large members from residents and local businesses within the CRA boundaries. At the June 14, 2021 meeting, the CRA Commissioners elected the Chair and Vice-Chair from amongst its Board. The term shall be 12 months, beginning with the date of election. Districts 2 & 7 (RB)

Background and Justification: The Westgate/Belvedere Homes Community Redevelopment Agency was created by the Board of County Commissioners pursuant to Ordinance No. 89-6, Section 3.05, adopted in May 1989, and amended by Ordinance No. 91-50, adopted March 1991. The CRA By-laws provide for the CRA Commissioners to elect their officers at a regular meeting immediately following the appointment of newly appointed CRA Commissioners by the Board of County Commissioners and the results of the election be forwarded to the Palm Beach County Board of County Commissioners for formal approval.

Attachments:

- 1. Ordinance
- 2. Advisory Board Members

Recommended By: Elizée Michel 7-30-2021
 Executive Director Date

Approved By: Donna M. Miller 8/12/2021
 Assistant County Administrator Date

CERTIFICATE OF COVERAGE

Certificate Holder

Palm Beach County Board of County Commissioners
 Department of Housing and Economic Development
 100 Australian Avenue, Ste. 500
 West Palm Beach, FL 33406

Administrator

Issue Date 10/6/21

Florida League of Cities, Inc.
 Department of Insurance and Financial Services
 P.O. Box 530065
 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 0637

COVERAGE PERIOD: FROM 10/1/21

COVERAGE PERIOD: TO 10/1/22 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

\$200,000 Each Person/\$300,000 Each Occurrence

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$500
- Coinsurance 100%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage NA - Comprehensive - Auto NA - Collision - Auto NA - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$500,000 for General Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: CDBG Grant Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Economic Sustainability
 RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

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

Designated Member

Westgate/Belvedere Homes Community
 1280 North Congress Avenue Suite 215
 West Palm Beach FL 33409

Cancellations

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.



AUTHORIZED REPRESENTATIVE