



AGENDA ITEMS
Westgate/Belvedere Homes CRA Board Meeting
November 8, 2021

ADD ON

CONSENT AGENDA

2. Loan Forgiveness from the Westgate CRA COVID-19 Small Business Emergency Relief Forgivable Loan Program for Anything Electric, Inc.

- A. Background and Summary:** On November 9, 2020, the Westgate CRA Board of Commissioners approved a forgivable loan for Corcyd LLC dba Tint World for \$10,000 funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program. On October 27, 2021, the owner of the small business submitted a request to the CRA for the forgiveness of the loan. The owner met all the requirements for forgiveness. They have provided proof that the funds were used for salary and rent expenses. This business has been in the CRA for over 9 years. This is the last forgivable
- B.** Staff recommends approval of loan forgiveness of \$10,000 COVID-19 Small Business Emergency Relief Forgivable Loan Program for Corcyd LLC dba Tint World. and approval of the release of the related promissory notes.

REGULAR AGENDA

4. Interlocal Agreement with Palm Beach County for the design and Construction of Westgate Avenue Streetscape from Wabasso Drive to Congress Avenue.

- A. Background and Summary:** The CRA is implementing a grant received from Florida Department of Transportation through Palm Beach County Transportation Agency to reconfigure and reconstruct Westgate Avenue between Wabasso Drive and Congress



Avenue. The five-lane urban section will be reduced to a three-lane urban section. The reconfiguration also includes the addition of bike lanes, wider sidewalks, parallel parking, landscaping, and decorative streetlights. FDOT requires that the grant be administered by Palm Beach County which is the appropriate Local Agency Program (LAP) certified to implement FDOT projects.

The County has executed an Agreement with FDOT to implement the project.

The County reserves the right to modify the project for future improvement before the expiration of useful life of the project. In such case, the County expects the CRA to support reconfiguration and relocation of the project from the County's right-of-way; and reimburse the County if the County is required to repay or return any funds expended for the project.

The County agrees to design and construct the project according to the approved design section included the grant application.

The County agrees to enter into a LAP Agreement with FDOT. The County agrees to hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

The County will prepare bid documents and contract for construction of the Project, including overseeing the bidding process, and contract finalization. The County will hire Construction Engineering and Inspection (CEI) or use in-house staff to administer contract for construction of the Project as required by LAP. This includes engineering coordination.

The CRA is responsible to forward all grant requirements and conditions received from FDOT to the County, forward all background information received for the project to the County, provide specific guidance and information regarding the project scope, perform all public coordination and address all public information request regarding the project.

The CRA is responsible to provide funding for the project before a contractor is selected. The CRA shall be responsible to pay for all costs associated with the projects.

The CRA will also be responsible to maintain the project after it is completed.

In February of 2020, the CRA approved a Memorandum of Understanding for this project.

B. Recommendation: Staff recommends that the Board authorizes the Board Chair to execute the Agreement with the County for the Westgate Avenue Streetscape project.



5. Approval of Funding for Parks Decoration and Holiday Activities for the Westgate Community

A. Background and Summary: To encourage more community activities in the CRA, this year it is planned to decorate the Oswego Oaks Neighborhood Park and the Dennis P. Koehler Preserve. One activity, a concert, a play, a movie, or something else is being planned for the month of December. These activities are estimated to cost \$12,000. Funds for this activity can be taken from the community event budget line item.

B. Recommendation: Staff recommends that the Board authorize the spending of up to \$12,000 to decorate the Parks and organize one activity in the community.

Cary O. Lopez
Tint World
2800 Okeechobee Road
West Palm Beach, FL

October 27, 2021

Westgate Community Redevelopment Agency
Palm Beach County
1280 N. Congress Ave., Suite 215
West Palm Beach, FL 33409

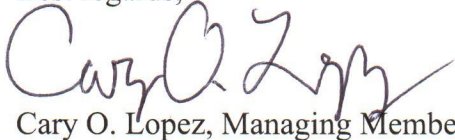
RE: CRA COVID-19 SMALL BUSINESS LOAN FORGIVENESS REQUEST

To Whom It May Concern:

This is to request forgiveness of the Community Redevelopment Agency's COVID-19 Small Business Emergency Relief Forgivable Loan in the amount of \$10,000.

We have submitted evidence documenting that the loan funds were expended on payroll and rent expenses as per the Program guidelines.

Best regards,

A handwritten signature in blue ink that reads "Cary O. Lopez". The signature is stylized and cursive.

Cary O. Lopez, Managing Member

Corcyd LLC dba Tint World

Employer identification number (EIN) -

Name (not your trade name)

Trade name (if any)

Address
Number Street Suite or room number

City State ZIP code

Foreign country name Foreign province/county Foreign postal code

Report for this Quarter of 2021
 (Check one.)

1: January, February, March

2: April, May, June

3: July, August, September

4: October, November, December

Go to www.irs.gov/Form941 for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter.

1 Number of employees who received wages, tips, or other compensation for the pay period including: Mar. 12 (Quarter 1), June 12 (Quarter 2), Sept. 12 (Quarter 3), or Dec. 12 (Quarter 4) 1

2 Wages, tips, and other compensation 2

3 Federal income tax withheld from wages, tips, and other compensation 3

4 If no wages, tips, and other compensation are subject to social security or Medicare tax Check and go to line 6.

	Column 1		Column 2
5a Taxable social security wages	<input type="text" value="85892.03"/>	× 0.124 =	<input type="text" value="10650.61"/>
5a (i) Qualified sick leave wages	<input type="text" value="0.00"/>	× 0.062 =	<input type="text" value="0.00"/>
5a (ii) Qualified family leave wages	<input type="text" value="0.00"/>	× 0.062 =	<input type="text" value="0.00"/>
5b Taxable social security tips	<input type="text" value="0.00"/>	× 0.124 =	<input type="text" value="0.00"/>
5c Taxable Medicare wages & tips	<input type="text" value="85892.03"/>	× 0.029 =	<input type="text" value="2490.87"/>
5d Taxable wages & tips subject to Additional Medicare Tax withholding	<input type="text" value="0.00"/>	× 0.009 =	<input type="text" value="0.00"/>

5e Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d 5e

5f Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions) 5f

6 Total taxes before adjustments. Add lines 3, 5e, and 5f 6

7 Current quarter's adjustment for fractions of cents 7

8 Current quarter's adjustment for sick pay 8

9 Current quarter's adjustments for tips and group-term life insurance 9

10 Total taxes after adjustments. Combine lines 6 through 9 10

11a Qualified small business payroll tax credit for increasing research activities. Attach Form 8974 11a

11b Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1 11b

11c Nonrefundable portion of employee retention credit from Worksheet 1 11c

Name (not your trade name) Corcyd LLC	Employer identification number (EIN) 45-3081130
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Part 1: Answer these questions for this quarter. (continued)

11d Total nonrefundable credits. Add lines 11a, 11b, and 11c **11d**

12 Total taxes after adjustments and nonrefundable credits. Subtract line 11d from line 10 **12**

13a Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter **13a**

13b Reserved for future use **13b**

13c Refundable portion of credit for qualified sick and family leave wages from Worksheet 1 **13c**

13d Refundable portion of employee retention credit from Worksheet 1 **13d**

13e Total deposits and refundable credits. Add lines 13a, 13c, and 13d **13e**

13f Total advances received from filing Form(s) 7200 for the quarter **13f**

13g Total deposits and refundable credits less advances. Subtract line 13f from line 13e **13g**

14 Balance due. If line 12 is more than line 13g, enter the difference and see instructions **14**

15 Overpayment. If line 13g is more than line 12, enter the difference Check one: Apply to next return. Send a refund.

Part 2: Tell us about your deposit schedule and tax liability for this quarter.

If you're unsure about whether you're a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.

16 Check one: **Line 12 on this return is less than \$2,500 or line 12 on the return for the prior quarter was less than \$2,500, and you didn't incur a \$100,000 next-day deposit obligation during the current quarter.** If line 12 for the prior quarter was less than \$2,500 but line 12 on this return is \$100,000 or more, you must provide a record of your federal tax liability. If you're a monthly schedule depositor, complete the deposit schedule below; if you're a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

You were a monthly schedule depositor for the entire quarter. Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability: Month 1

Month 2

Month 3

Total liability for quarter **Total must equal line 12.**

You were a semiweekly schedule depositor for any part of this quarter. Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941. Go to Part 3.

▶ **You MUST complete all three pages of Form 941 and SIGN it.**

Next ▶

Name (not your trade name) **Corcyd LLC** Employer identification number (EIN) **45-3081130**

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

- 17 If your business has closed or you stopped paying wages Check here, and enter the final date you paid wages / / ; also attach a statement to your return. See instructions.
- 18 If you're a seasonal employer and you don't have to file a return for every quarter of the year Check here.
- 19 Qualified health plan expenses allocable to qualified sick leave wages 19 0.00
- 20 Qualified health plan expenses allocable to qualified family leave wages 20 0.00
- 21 Qualified wages for the employee retention credit 21 0.00
- 22 Qualified health plan expenses allocable to wages reported on line 21 22 0.00
- 23 Credit from Form 5884-C, line 11, for this quarter 23 0.00
- 24 Reserved for future use 24 .
- 25 Reserved for future use 25 .

Part 4: May we speak with your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

Yes. Designee's name and phone number

Select a 5-digit personal identification number (PIN) to use when talking to the IRS.

No.

Part 5: Sign here. You MUST complete all three pages of Form 941 and SIGN it.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

X Sign your name here

Date / /

Print your name here

Print your title here

Best daytime phone

Paid Preparer Use Only

Check if you're self-employed

Preparer's name PTIN

Preparer's signature Date / /

Firm's name (or yours if self-employed) EIN

Address Phone

City State ZIP code

Schedule B (Form 941): Report of Tax Liability for Semiweekly Schedule Depositors
 Calendar year 2021 Department of the Treasury -- Internal Revenue Service

OMB No. 1545-0029 **970311**
Report for this Quarter

Employer identification number 45-3081130

Name (not your trade name) Corcyd LLC

Use this schedule to show your TAX LIABILITY for the quarter; don't use it to show your deposits. When you file this form with Form 941 or Form 941-SS, don't change your tax liability by adjustments reported on any Forms 941-X or 944-X. You must fill out this form and attach it to Form 941 or Form 941-SS if you're a semiweekly schedule depositor or became one because your accumulated tax liability on any day was \$100,000 or more. Enter your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 for details.

- 1: January, February, March
- 2: April, May, June
- 3: July, August, September
- 4: October, November, December

Month 1

1	1580.09	9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	1176.86
6		14		22	1473.29	30	
7		15	1601.66	23		31	
8	1718.16	16		24			

Tax liability for Month 1
 7550.06

Month 2

1		9		17		25	
2		10		18		26	1858.38
3		11		19	1775.18	27	
4		12	1494.40	20		28	
5	1466.39	13		21		29	
6		14		22		30	
7		15		23		31	
8		16		24			

Tax liability for Month 2
 6594.35

Month 3

1		9		17		25	
2		10		18		26	2189.26
3		11		19	1467.70	27	
4		12	2042.53	20		28	
5	2029.25	13		21		29	
6		14		22		30	
7		15		23		31	
8		16		24			

Tax liability for Month 3
 7728.74

B20941B NTF 2583721
0 941B1

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) ▶

Total must equal line 12 on Form 941 or Form 941-SS.

Total liability for the quarter
 21873.15

**INTERLOCAL AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY
AND WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT
AGENCY (CRA) FOR
WESTGATE AVENUE FROM WABASSO DRIVE TO CONGRESS AVENUE
PROJECT #2019601**

This INTERLOCAL AGREEMENT for Westgate Avenue from Wabasso Drive to Congress Avenue is made as of the _____ day of _____, 20__ (AGREEMENT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Westgate Belvedere Homes CRA, a Community Redevelopment Agency (AGENCY) (individually Party and collectively Parties).

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the AGENCY has identified a need to provide certain improvements, as described herein, to Westgate Avenue from Wabasso Drive to Congress Avenue (PROJECT); and

WHEREAS, the PROJECT is located on Westgate Avenue, which is a COUNTY right of way within the geographic limits of the AGENCY; and

WHEREAS, the PROJECT qualifies for a Florida Department of Transportation (FDOT) administered Local Agency Program (LAP) grant, a cost-reimbursement program where projects are submitted to the Palm Beach County Transportation Planning Agency (TPA) for ranking and prioritization for funding; and

WHEREAS, for the AGENCY to receive the benefits of the LAP grant, the COUNTY and FDOT have to enter into an agreement, outlining the terms and conditions upon which the LAP grant will be provided to the COUNTY (LAP AGREEMENT); and

WHEREAS, pursuant to FDOT District IV LAP policies, the COUNTY is required to design and construct the PROJECT; and

WHEREAS, the COUNTY may in the future modify the PROJECT within the limits of the PROJECT and the COUNTY right of way (FUTURE IMPROVEMENTS); and

WHEREAS, the COUNTY may desire to undertake the FUTURE IMPROVEMENTS before the expiration of the useful life of the PROJECT; and

WHEREAS, the FUTURE IMPROVEMENTS will require complete or partial removal and/or reconfiguration or relocation of the PROJECT from the COUNTY's right-of-way; and

WHEREAS, at the COUNTY's request, the AGENCY agrees to reconfigure and relocate or remove the PROJECT's improvements from the COUNTY's right-of-way to the COUNTY's satisfaction within 180 days of the COUNTY's request; and

WHEREAS, if the LAP AGREEMENT or any other applicable Grant Applications condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY agrees to fully reimburse the COUNTY; and

WHEREAS, the Parties declare it to be in the public interest for the PROJECT to be constructed; and

WHEREAS, the AGENCY is desirous of taking over maintenance responsibilities and liabilities for the PROJECT; and

WHEREAS, the COUNTY shall have the right but not the obligation to maintain the PROJECT; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1 - Recitals - The above recitals are true and correct and are incorporated herein.

Section 2 - Scope of PROJECT

2.1 Roadway Improvements - Design, bidding and construction of the reconstruction of Westgate Avenue between Wabasso Drive and Suwanee Drive within the PROJECT from a five-lane urban section to a three-lane urban section, including the addition of bike lanes and wider sidewalks. The improvements shall be per the approved design section in the grant application.

2.2 Exemptions from Scope

- No right-of-way acquisition is anticipated as part of this PROJECT.

- No mitigation requirements are anticipated as part of this PROJECT.

Section 3 – Parties Commitments and Duties

3.1 AGENCY Commitments and Duties. Upon the effective date of the AGREEMENT, AGENCY shall perform the following duties:

- 3.1.1 Forward all grant requirements and conditions received from FDOT, to the COUNTY.
- 3.1.2 Forward all background information received for the PROJECT to the COUNTY.
- 3.1.3 Provide to the COUNTY specific guidance and information regarding the PROJECT scope (including aesthetic requirements).
- 3.1.4 Perform all public coordination and address all public information requests regarding the PROJECT.
- 3.1.5 Reconfigure and relocate or remove the PROJECT from the Westgate Avenue right-of-way, whenever COUNTY desires to proceed with the FUTURE IMPROVEMENTS. The COUNTY has the right to reconfigure and relocate or remove, or require that the AGENCY reconfigure and relocate or remove the PROJECT to the COUNTY's satisfaction within one hundred and eighty (180) days of the COUNTY's request, or be responsible for all costs and fees related to the COUNTY's reconfiguration and relocation or removal of the PROJECT from the Wellington Road, Longwood Road and Bridgeman Road right-of-way (REMOVAL COSTS). The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.
- 3.1.6 Pay to the COUNTY all funds necessary for the design of the PROJECT by check. The AGENCY's payment amount shall cover all costs for the design consultant, advertising, COUNTY staff time, permitting, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a design consultant, which check shall be delivered to the COUNTY within 30 days of request. COUNTY will not advertise for design consultant services before receiving payment from the AGENCY. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.
- 3.1.7 Pay to the COUNTY all funds necessary for the construction and construction engineering inspection (CEI) of the PROJECT by check, within 30 days of payment

request by COUNTY. AGENCY's payment amount shall cover all costs for the construction, advertising, COUNTY staff time, inspections, CEI, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a construction contractor, which shall be delivered to the COUNTY within 30 days of payment request. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.

3.1.8 Pay for any supplemental services to the design contract, or change orders to the construction contract within 15 days of being notified of the proposed change order and additional costs, prior to the COUNTY authorizing those services. COUNTY will not authorize the supplemental services or change order without receiving approval for the change order or supplemental services from the AGENCY and payment from the AGENCY.

3.1.9 Any contingency funds remaining at the end of the construction phase shall be returned to the AGENCY.

3.1.10 If FDOT does not reimburse the COUNTY, the AGENCY shall not receive reimbursement funds and shall be responsible for funding the PROJECT to the conclusion of construction if notice to proceed has already been issued to the contractor or if the LAP AGREEMENT commitments require construction completion.

3.2 COUNTY Commitments and Duties. COUNTY agrees to perform the following:

3.2.1 Enter into the LAP AGREEMENT.

3.2.2 The COUNTY shall reimburse the AGENCY as funding reimbursement is received from FDOT. The amount of reimbursement will equal the grant funds received.

3.2.3 Provide a copy of all LAP AGREEMENT communications to the AGENCY.

3.2.4 Hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

3.2.5 COUNTY shall invite AGENCY to participate in the scoping of work for the PROJECT.

3.2.6 Coordinate with FDOT to meet all design phase LAP and federal requirements.

- 3.2.7 Prepare bid documents and contract for construction of the PROJECT, including overseeing the bidding process, and contract finalization.
- 3.2.8 Hire CEI or use in-house staff to administer contract for construction of the PROJECT as required by LAP. This includes all necessary coordination.
- 3.2.9 Return any unused funding received from the AGENCY at the conclusion and final accounting of the construction phase of the PROJECT.

3.3 Maintenance and Operation of PROJECT - Upon the COUNTY's final acceptance of the construction of the PROJECT, the COUNTY shall convey and the AGENCY shall accept full responsibility for operation and maintenance of the PROJECT. Upon the issuance of a Notice to Proceed to begin construction of the PROJECT by the COUNTY, AGENCY shall apply to the COUNTY for a right-of-way permit to allow AGENCY to perform maintenance of the PROJECT, (ROW PERMIT). Upon the COUNTY'S final acceptance of the construction of the PROJECT, the COUNTY shall be relieved of all duties and responsibilities for the PROJECT.

Section 4 - Termination

4.1 The COUNTY may elect to terminate this AGREEMENT, for any reason and at any time, including before the expiration of the useful life of the PROJECT, by providing the AGENCY written notice. Within ninety (90) days of receipt of written termination notice, the AGENCY shall reconfigure and remove all PROJECT improvements, and restore the Right of Way to its original or like condition, or be responsible for all costs and fees related to the COUNTY's REMOVAL COSTS. The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.

4.2 Upon termination, if the LAP AGREEMENT or any other applicable LAP program grant condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY shall fully reimburse the COUNTY, within sixty (60) days of the COUNTY's request for reimbursement.

Section 5 - Indemnification - The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising out of or related to the PROJECT, or arising during or as a result of the AGENCY's performance of the terms of this AGREEMENT, or due to the acts or omissions of the AGENCY. The AGENCY's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall

constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

Section 6 - Enforcement Costs - In any action brought by either Party to enforce this AGREEMENT, each Party shall be responsible for its own attorney's fees and costs.

Section 7 - Independent Contractor - COUNTY and the AGENCY are and shall be, in the performance of all work, services and activities under this AGREEMENT Independent Contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY's sole direction, supervision, and control. All AGENCY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to AGENCY's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other Party shall be that of an Independent Contractor and not as employees or agents of the other.

COUNTY does not have the power or authority to bind the AGENCY in any promise, agreement or representation.

Section 8 – Personnel - COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.

All of the services required hereinunder shall be performed by COUNTY or its consultant, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Section 9 - Insurance - Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes (STATUTE), the AGENCY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the AGENCY is not self-insured, the AGENCY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverage at limits not less than those contained in the STATUTE. Should the AGENCY purchase excess liability coverage, the AGENCY agrees to include the COUNTY as an Additional Insured. The AGENCY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should the AGENCY contract with a third-party (CONTRACTOR) to perform any service related to the AGREEMENT, the AGENCY shall require the CONTRACTOR to provide the following minimum insurance:

9.1 **Commercial General Liability** insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the AGENCY and the COUNTY as Additional Insureds. The AGENCY shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.

9.2 **Business Automobile Liability** insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

9.3 **Workers' Compensation** insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the AGENCY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the AGENCY of its liability and obligations under this AGREEMENT.

Right to Review COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

Section 10 - Breach and Opportunity to Cure - The parties expressly covenant and agree that in the event either Party is in default of its obligations under this AGREEMENT, each Party shall have thirty (30) days written notice before exercising any of its rights.

Section 11 - Notice - All notices required or allowed under this AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, to the following:

All notices to the AGENCY shall be sent to:
Westgate Belvedere Homes CRA
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
Attn: Elizee Michel, Executive Director

All notices to the COUNTY shall be sent to:

Morton L. Rose, P.E., Director, Roadway Production
Palm Beach County
Engineering and Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 12 - Modification and Amendment - Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either Party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other Party.

Section 13 – Remedies - This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 14 - No Waiver - Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

Section 15 - Joint Preparation - The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 16 - Non-Discrimination - The Parties agree to comply with the COUNTY's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither Party conducts business with nor appropriates funds to any entity that practices discrimination on the basis or race, color, national origin, disability, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Section 17 - Execution - This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 18 - Compliance with Codes and Laws - COUNTY and AGENCY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and AGENCY further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

Section 19 - Office of the Inspector General - The 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 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 a 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.

Section 20 - Public Entity Crime Certification - As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 21 - Severability - If any section, paragraph, sentence, clause or provision of this AGREEMENT is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this AGREEMENT.

Section 22 - Entirety of AGREEMENT - COUNTY and AGENCY agree that this AGREEMENT and the ROW PERMIT set forth the entire agreement between the Parties and there are no promises or understandings other than those stated herein.

Section 23 - Survival - The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the PROJECT, shall survive such termination or PROJECT completion and inure to the benefit of the Parties.

Section 24 - Third Party Beneficiary - 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.

Section 25 - Assignment - Neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

Section 26 - Effective Date - This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT for Westgate Avenue from Wabasso Drive to Congress Avenue, Project Number 2019601, on behalf of the COUNTY, and AGENCY has hereunto set its hand the day and year above written.

OWNER:

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

Morton L. Rose, P.E.
Director of Roadway Production

AGENCY:

Westgate Belvedere Homes Community
Redevelopment Agency

Ronald Daniels, Board Chair

(Seal)

ATTEST WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

{SIGNATURE PAGES CONTINUED}

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

COUNTY:

Palm Beach County, a Political Subdivision of the
State of Florida, by and through its Board of County
Commissioners

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By: _____
Yelizaveta B. Herman
Assistant County Attorney



Best Holiday Lighting

P.O. Box 31032
 Palm Beach Gardens, FL, 33420
 Phone: (561) 508-7840
 Fax: (561) 331-8822

WORK ESTIMATE

ESTIMATE #	DATE
4126	11/3/2021

TO

Oswego Oaks Park
 c/o Mai Bui
 2730 Oswego Avenue
 West Palm Beach, FL 33409
 Phone: 561-640-8184
Mbui@pbcgov.org

DESCRIPTION OF WORK			
<i>WW = Warm White / WWL = Warm White Lights</i>			
ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
16' LED Cone Lighted Tree - Multi-Color	1	\$1,000.00	\$1,000.00
12' LED Cone Lighted Tree - Multi-Color	2	\$600.00	\$1,200.00
16" Pre-Lit Gift Boxes (sets of3)	2	\$500.00	\$500.00
24" Pre-Lit Bear	1	\$200.00	\$200.00
Pre-Lit Merry X-mas Signage	1	\$180.00	\$180.00
Lock Boxes for Power Cords	4	\$250.00	\$1,000.00
Installation/Maintenance/Removal			\$1,000.00
New Customer Discount			-\$500.00
<i>Thank you for your business!</i>		TOTAL ESTIMATE	\$ 4,580.00

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

DEPOSITS ARE NON-REFUNDABLE

To schedule a time for us to complete the work, or if you have any questions, please contact
Dorothy, 561-670-1941, bestholidaylighting@hotmail.com



Best Holiday Lighting

P.O. Box 31032
Palm Beach Gardens, FL, 33420
Phone: (561) 508-7840
Fax: (561) 331-8822

WORK ESTIMATE

ESTIMATE #	DATE
4126	11/3/2021

TO

Oswego Oaks Park
c/o Mai Bui
2730 Oswego Avenue
West Palm Beach, FL 33409
Phone: 561-640-8184
Mbui@pbcgov.org

DESCRIPTION OF WORK			
<i>WW = Warm White / WWL = Warm White Lights</i>			
ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Palm Trees by stage wrapped in wwl with red & green crowns	26	\$100.00	\$2,600.00
Stage lined in ww C7 bulbs		\$500.00	\$500.00
Big Oak Tree close by stage wrapped in wwl 50%	1	\$1,500.00	\$1,500.00
Big Oak Tree close by stage wrapped in wwl 50%	1	\$1,500.00	\$1,500.00
Lock Boxes for Power Cords	4	\$250.00	\$1,000.00
Installation/Maintenance/Removal			\$2,000.00
New Customer Discount			-\$500.00
<i>Thank you for your business!</i>		TOTAL ESTIMATE	\$ 8,600.00

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

DEPOSITS ARE NON-REFUNDABLE

To schedule a time for us to complete the work, or if you have any questions, please contact Dorothy, 561-670-1941, bestholidaylighting@hotmail.com