

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006 [X] Consent [] Regular
[] Public Hearing

Department: Housing and Community Development

Submitted By: Housing and Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 004 to an Agreement (R2003-1701) with the Center for Family Services of Palm Beach County, Inc., to extend the expiration date from September 30, 2006, to December 31, 2006, for the expenditure of \$200,000 in Community Development Block Grant (CDBG) funds.

Summary: The Amendment provides an extension of three months to the term of the existing Agreement. The project entails the construction of a two story building to contain offices, a medical clinic, a computer lab, a meeting room, and residential units at 1320 Henrietta Avenue in the City of West Palm Beach where the agency provides services to the homeless. The cost of construction is \$779,259. The amount above the funding made available through this agreement will come from the agency. The project is presently under construction, and the additional time is needed to allow its completion. These are Federal funds that require no local match. District 7 (TKF)

Background and Justification: The County entered into an Agreement with the Center for Family Services of Palm Beach County, Inc., on October 21, 2003 (R2003-1701), allocating \$200,000 for the construction of a two story building. Three time extensions have been approved to date (R2004-1825, R2005-1181 and R2006-1278) bringing the current contract completion date to September 30, 2006. As of September 12, 2006, the project was 90% complete. The additional time will allow the completion of the project and the processing of reimbursement payments to the agency.

Attachments:

- A. Amendment No. 004 to the Agreement with Center for Family Services of Palm Beach County, Inc.
- B. Amendment No. 003 (R2006-1278) to the Agreement with Center for Family Services of Palm Beach County, Inc.
- C. Amendment No. 002 (R2005-1181) to the Agreement with Center for Family Services of Palm Beach County, Inc.
- D. Amendment No. 001 (R2004-1825) to the Agreement with Center for Family Services of Palm Beach County, Inc.
- E. Agreement (R2003-1701) with Center for Family Services of Palm Beach County, Inc., with Exhibits A, B, C & D.

(SEE PAGE 2 FOR OFMB/PREM/CONTRACT ADMINISTRATION COMMENTS)

Recommended by: Edward W. Gormley 10/30/06
Department Director Date

Approved By: Sharon G. J. Quigley 11-13-06
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes ____ No ____
 Budget Account No.:

Fund ____ Dept ____ Unit ____ Object ____ Program Code/Period BG ____ -GY ____

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

LDB

C. Departmental Fiscal Review: Larry D. Brown, Financial Analyst II

III. REVIEW COMMENTS

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

Ann Out 11-606
 OEMB *88 11/3/06*
pm 11-3-06

Ann - J. Jacoby 11/17/06
 Contract Development and Control
& Jones 11/17/06

B. Legal Sufficiency:

[Signature] 11/9/06
 Assistant County Attorney

This amendment complies with
 our review requirements.

*This Amendment is
 retroactive in effect.*

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**AMENDMENT 004 TO THE AGREEMENT
WITH
THE CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.**

Amendment 004 entered into this ____ day of _____, 2006, by and between Palm Beach County and the Center for Family Services of Palm Beach County, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with the Center for Family Services of Palm Beach County, Inc., on October 21, 2003, approved by Document R2003-1701, as amended on September 14, 2004, by Document R2004-1825, as amended on June 21, 2005, by Document R2005-1181, and as amended on July 11, 2006, by Document R2006-1278, to provide \$200,000 of Community Development Block Grant funds for the construction of a two story building; and

WHEREAS, the parties wish to extend the expiration date of the Agreement, and

WHEREAS, both parties mutually agree that the original Agreement entered into on October 21, 2003, as amended, is hereby further amended as follows:

A. Part III - Section 1 - Maximum Compensation:

Substitute "December 31, 2006" for "September 30, 2006".

B. Part III - Section 2 - Time of Performance:

Substitute "December 31, 2006" for "September 30, 2006".

C. Exhibit A - Section I.H - Work Schedule:

Delete the existing work schedule and substitute the following:

"The time frame for completion of the outlined activities shall be December 31, 2006.

Complete Design & Bid Documents	Complete
Advertise & Accept Bids	Complete
Award Contract	Complete
Start Construction	Complete
Complete Construction by	December 15, 2006.
Submit Final Invoice by	December 31, 2006"

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

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

(AGENCY SEAL)

**CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.**

By: Jean Meisenzahl
Jean Meisenzahl, President

By: Darla Leslie
Darla Leslie, Executive Director

(COUNTY SEAL)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: Addie L. Greene
~~Donna Mason, Chairman~~ Addie L. Greene, Chairperson
Board of County Commissioners

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: Amin Houry
Amin Houry, Manager
Housing and Capital Improvements

**AMENDMENT 003 TO THE AGREEMENT
WITH
THE CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.**

Amendment 003 entered into this day of JUL 11 2006, 2006, by and between Palm Beach County and the Center for Family Services of Palm Beach County, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with the Center for Family Services of Palm Beach County, Inc., on October 21, 2003, approved by Document R2003-1701, as amended on September 14, 2004, by Document R2004-1825, and as amended on June 21, 2005, by Document R2005-1181, to provide \$200,000 of Community Development Block Grant funds for the construction of a two story building; and

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

WHEREAS, both parties mutually agree that the original Agreement entered into on October 21, 2003, as amended, is hereby further amended as follows:

A. Part III - Section 1 - Maximum Compensation:

Substitute "September 30, 2006" for "May 31, 2006".

B. Part III - Section 2 - Time of Performance:

Substitute "September 30, 2006" for "May 31, 2006".

C. Exhibit A - Section I.H - Work Schedule:

Delete the existing work schedule and substitute the following:

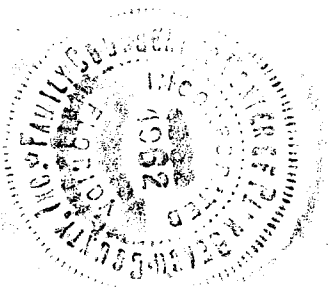
"The time frame for completion of the outlined activities shall be September 30, 2006.

Complete Design & Bid Documents	Complete
Advertise & Accept Bids	Complete
Award Contract	Complete
Start Construction	Complete
Complete Construction by	September 15, 2006
Submit Final Invoice by	September 30, 2006"

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

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

(AGENCY SEAL)



**CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.**

By: Jean Meisenzahl
Jean Meisenzahl, President

By: Dorla Leslie
Dorla Leslie, Executive Director

(COUNTY SEAL)

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

BOARD OF COUNTY COMMISSIONERS

By: Tony Masilotti
Tony Masilotti, Chairman
Board of County Commissioners

Document No.: **R2006 1278**

JUL 11 2006

ATTEST: Sharon R. Stock, Clerk

By: Judith
Deputy Clerk

Approved as to Form and
Legal Sufficiency

By: Tammy K. Fields
Tammy K. Fields
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: Amin Houry
Amin Houry, Manager
Housing and Capital Improvements

R2005 1181
AMENDMENT 002 TO THE AGREEMENT
WITH
THE CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.

Amendment 002 entered into this 21 day of JUN 21 2005, 2005, by and between Palm Beach County and the Center for Family Services of Palm Beach County, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an agreement with the Center for Family Services of Palm Beach County, Inc., on October 21, 2003, approved by Document R2003-1701, as amended on September 14, 2004, by Document 2004-1825, to provide \$200,000 of Community Development Block Grant funds for the construction of a two story building; and

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

WHEREAS, both parties mutually agree that the original agreement entered into on October 21, 2003, as amended, is hereby further amended as follows:

A. Part III - Section 1 - Maximum Compensation:

Substitute "May 31, 2006" for "May 31, 2005".

B. Part III - Section 2 - Time of Performance:

Substitute "May 31, 2006" for "May 31, 2005".

C. Exhibit A - Section I.H - Work Schedule:

Delete the existing work schedule and substitute the following:

"The time frame for completion of the outlined activities shall be May 31, 2006.

Complete Design & Bid Documents	Complete
Advertise & Accept Bids	Complete
Award Contract	Complete
Start Construction	July 1, 2005
Complete Construction	Apr 30, 2006
Submit Final Invoice	May 31, 2006

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

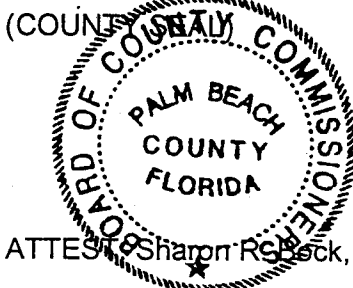
All provisions not in conflict with this aforementioned amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(AGENCY SEAL)

**CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.**

BY: Jean Meisenzahl
Jean Meisenzahl, President

By: Dorla Leslie
Dorla Leslie, Executive Director



ATTEST: Sharon R. Beck, Clerk

By: Judith Crook
Deputy Clerk

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

BOARD OF COUNTY COMMISSIONERS

By: Tony Masilotti
Tony Masilotti, Chairman
Board of County Commissioners

Document No.: **R2005 1181**

Approved as to Form and
Legal Sufficiency

By: Tammy K. Fields
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: Amin Houry
Amin Houry, Manager
Housing and Capital Improvements

AMENDMENT 001 TO THE AGREEMENT
WITH
THE CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.

AUG 9 2004

Amendment 001 entered into this ____ day of _____, 2004, by and between Palm Beach County and the Center for Family Services of Palm Beach County, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an agreement with the Center for Family Services of Palm Beach County, Inc., on October 21, 2003, approved by Document R2003-1701, to provide \$200,000 of Community Development Block Grant funds for the construction of a two story building; and

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

WHEREAS, both parties mutually agree that the original agreement entered into on October 21, 2003, is hereby amended as follows:

A. Part III - Section 1 - Maximum Compensation:

Substitute "May 31, 2005" for "September 30, 2004".

B. Part III - Section 2 - Time of Performance:

Substitute "May 31, 2005" for "September 30, 2004".

C. Exhibit A - Section I.H - Work Schedule:

Delete the existing work schedule and substitute the following:

"The time frame for completion of the outlined activities shall be May 31, 2005.

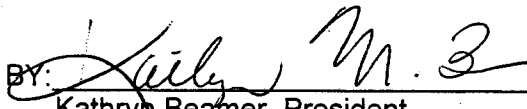
Complete Design & Bid Documents	Complete
Advertise & Accept Bids	Complete
Award Contract	Aug 15, 2004
Start Construction	Sep 15, 2004
Complete Construction	Apr 30, 2005
Submit Final Invoice	May 31, 2005"

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

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

(AGENCY SEAL)

CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.

By: 
Kathryn Beamer, President

By: 
Dorla Leslie, Executive Director

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

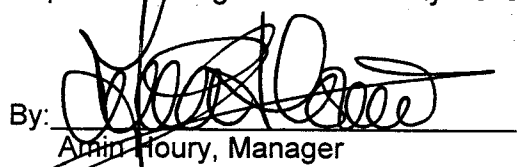
FOR ITS BOARD OF COUNTY COMMISSIONERS

By: 
Robert Weisman, County Administrator

Approved as to Form and
Legal Sufficiency

By: 
Tammy K. Fields
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: 
Amin Houry, Manager
Housing and Capital Improvements

R2003 1701

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

THE CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.

THIS AGREEMENT, entered into this _____ day of OCT 21 2003, 2003, 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 Center for Family Services of Palm Beach County, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 471 Spencer Drive, West Palm Beach, FL 33409, and its Federal Tax Identification number as 59 -1084179.

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 accord with the Annual Consolidated Plan, and Center for Family Services of Palm Beach County, Inc., desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage Center for Family Services of Palm Beach County, Inc. 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:

PART I

DEFINITION AND PURPOSE

1. DEFINITIONS

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means Center for Family Services of Palm Beach County, Inc.
- (5) "HCD Approval" means the written approval of the HCD Director or his designee.
- (6) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (7) "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 Part II of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be low-and moderate-income persons.

PART II

SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks necessary to conduct the program outlined in Exhibit "A", and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Agency agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$200,000 for the period of October 21, 2003 through and including September 30, 2004. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

2. 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 under grant No. B-03-UC-12-0004. 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, all services required hereunder shall be completed by the Agency prior to September 30, 2004.

3. 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. In no event shall the County provide advance funding to the Agency or any subcontractors hereunder.

Requests by the Agency for payments or reimbursements shall be accompanied by proper documentation of expenditures. The Agency shall not request reimbursement for payments made by the Agency after the expiration date of this Agreement. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Agency and HCD. For purposes of this section, originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Agency must adequately justify their absence, in writing, and furnish copies.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Agency shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HCD Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Agency, or of any of its subcontractors, 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 Federal, State, and County requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. 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. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the HCD Director or his designee.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as Federal Management Circulars A-110, A-122, and 24CFR Part 84, which are incorporated herein by reference.

(5) 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.

(6) ADDITIONAL HCD, COUNTY, AND U.S. HUD REQUIREMENTS

HCD shall have the right under this Agreement to suspend or terminate payments until the Agency complies with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

(7) PRIOR WRITTEN APPROVALS-SUMMARY

The following activities among others require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders; and
- (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A, and
- (f) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(8) PROGRAM-GENERATED INCOME

All income earned by the Agency from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. The Agency shall report its plan to utilize such income to HCD, and said plan shall require the prior written approval of the HCD Director or designee. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

In addition to the foregoing, Program Income, as defined by 24 CFR 570.500(a), may be retained by the Agency. Program Income shall be utilized to undertake activities specified in Exhibit A of this Agreement, and all provisions of this Agreement shall apply to said activities. Any Program Income on hand at, or received after, the expiration of this Agreement shall be returned to the County.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE
The Agency agrees that no person shall on the ground of race, color, disability, national origin, religion, age, financial status, or sex be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.
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.
2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES
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.
3. 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 Exhibit A of this Agreement. The Agency shall provide written verification of compliance to HCD upon HCD's request.
4. EVALUATION AND MONITORING
The Agency agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County 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 HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Agency shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Agency shall provide information as requested by HCD to enable HCD to complete reports required by the County or HUD. The Agency shall allow HCD, the County, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or HUD.
5. AUDITS AND INSPECTIONS
At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.
The Agency agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within one hundred and eighty (180) days after the end of any fiscal year covered by this agreement in which Federal funds from all sources are expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the agency is exempt from having an audit conducted under A-133, the Agency shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

6. DATA BECOMES COUNTY PROPERTY

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

7. INDEMNIFICATION

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, its employees and elected officers harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during the performance of the terms of this Agreement, or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will 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 Agency.

8. INSURANCE

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the County's Risk Management Department. The Agency agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Agency shall agree this coverage shall be provided on a primary basis.

(3) WORKERS COMPENSATION INSURANCE

The Agency shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

(4) ADDITIONAL INSURED

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development". The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(5) CERTIFICATE OF INSURANCE

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of this Agreement by the County. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s). The Agency shall deliver the certificate(s) to HCD at its office at 3323 Belvedere Road, Building 501, West Palm Beach, Florida 33406.

(6) RIGHT TO REVIEW AND ADJUST

The Agency shall agree that the County, by and through its Risk Management Department, in cooperation with the Department of Housing and Community Development, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

9. 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.

10. 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 areas or any parcels 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 HCD 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 target area.

11. CITIZEN PARTICIPATION

The Agency shall cooperate with HCD 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 HCD in the implementation of the Citizen Participation Plan, as requested by HCD.

12. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Agency will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HCD's support for all activities made possible with funds made available under this Agreement.

13. CONTRACT DOCUMENTS

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

- (1) This Agreement, including its Exhibits
- (2) Office of Management and Budget Circulars A-110, A-122, A-133, and 24CFR Part 84
- (3) 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
- (4) 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
- (5) 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
- (6) Florida Statutes, Chapter 112
- (7) Palm Beach County Purchasing Ordinance
- (8) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (9) The Agency's personnel policies and job descriptions
- (10) The Agency's incorporation Certificate and Articles of Incorporation
- (11) The Agency's By-laws
- (12) The Agency's Certificate of Insurance
- (13) Current list of the Agency's officers and members of its Board of Directors
- (14) Proof of the Agency's 501(c)(3) certification from the Internal Revenue Service

All of these documents will be maintained on file at HCD. The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

14. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Agency with funds under this Agreement shall be returned to HCD or the County.

In the event of 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 contract by the Agency, and the County may withhold any payment to the Agency for set-off purposes until such time as the exact amount of damages due to the County from the Agency is determined.

(1) TERMINATION FOR CAUSE

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

(2) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

(3) 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 the U.S. HUD specifies.

15. 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.

16. 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 signed by both parties.

17. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 3323 Belvedere Road, Building 501, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on page one (1) of this Agreement.

18. 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.

19. 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.

The Center for Family Services Of Palm Beach County, Inc.

20. 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

21. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of eighteen (18) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

22. 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.

OCT 21 2003

WITNESS our Hands and Seals on this ____ day of _____, 2003.

(AGENCY SEAL)

**CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.**

By: Kathryn Beamer

Kathryn Beamer, President

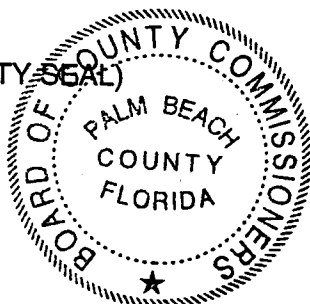
By: Dorla Leslie

Dorla Leslie, Executive Director

By: _____

Attorney for Agency
(Signature Optional)

(COUNTY SEAL)



ATTEST: Dorothy H. Wilken, Clerk
Board of County Commissioners

By: Linda C. Hickman

Deputy Clerk

Approved as to Form and
Legal Sufficiency

By: Tammy K. Fields

Tammy K. Fields
Assistant County Attorney

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

BOARD OF COUNTY COMMISSIONERS

By: Karen Marcus

Karen Marcus, Chair
Board of County Commissioners

Document No.: R2003 1701

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: Amin Houry

Amin Houry, Manager
Housing and Capital Improvements

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EXHIBIT "A"
WORK PROGRAM NARRATIVE

I. THE AGENCY AGREES TO:

- A. **PROFESSIONAL SERVICES:** The Agency shall, at its own expense, procure the services of a licensed architectural consultant for this project to provide design services to create plans and specifications for the construction of a two story building to include 3 apartments, offices, a computer lab, a medical clinic, and storage space at 1320 Henrietta Avenue in the City of West Palm Beach. The consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractor and provide other professional services customarily provided for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should such abatement become necessary.

The Agency shall also procure and fund the services all sub-consultants needed for the project. Such sub-consultants may include surveyors, testing services, or others as deemed necessary for the nature of the project.

- B. **PROJECT SCOPE :** The scope of this project subject to funding availability shall include the following :

Design and construction of a two story building as described above, plus parking, and landscaping.

NOTE 1: The Agency shall submit its bid package and drawings/specifications to HCD and obtain a letter of approval prior to bidding the construction work. In submitting the bid package and drawings/specifications to HCD, the Agency shall also demonstrate that it has submitted its drawings/specifications to the City of West Palm Beach building department for plan review, and that these drawings/specifications comply with all applicable building and zoning codes.

NOTE 2: The Agency shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of HCD.

NOTE 3: The Agency shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Agency shall obtain HCD approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract the Agency shall obtain HCD approval prior to executing any change orders to such contract.

NOTE 4: The Agency shall not request reimbursement from HCD for materials or equipment received and stored on the project site or elsewhere. The Agency shall only request reimbursement for materials and equipment that have been installed.

The Agency further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Agency's compliance with the above.

- C. **ASBESTOS REQUIREMENTS:** The Agency shall comply with all applicable requirements contained in Exhibit C, attached hereto, for construction work in connection with the project funded through this agreement.
- D. **DAVIS-BACON ACT:** The Agency shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Agency shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- E. **BONDING REQUIREMENTS:** The Agency shall comply with the requirements of OMB Circular A-110 and 24CFR Part 84 in regard to bid guarantees, performance bonds, and payment bonds.
- F. **CONSTRUCTION PAYMENT RETAINAGE:** The Agency shall apply a retainage of at least 5% on all construction draws which retainages shall be released in conjunction with the final draw upon satisfactory completion of the project. The Agency agrees not to release such retainages until it has obtained approval from the County that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act.

The Center for Family Services Of Palm Beach County, Inc.

- G. **FORMER PROJECTS:** The Agency shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- H. **WORK SCHEDULE:** The time frame for completion of the outlined activities shall be September 30, 2004.

Complete Design & Bid Documents	Dec 31, 2003
Advertise & Accept Bids	Jan 31, 2004
Award Contract	Feb 28, 2004
Start Construction	Mar 31, 2004
Complete Construction	Aug 31, 2004
Submit Final Invoice	Sep 30, 2004

- I. **REPORTS:** The Agency shall submit detailed monthly progress reports to Housing and Community Development outlining the status of specific activities under each project. Each report must account for the total activity for which the Agency is reimbursed in part or in whole, with CDBG funds and which is required in fulfillment of their obligations regarding the projects. The progress reports should be mainly in the form of a narrative. The progress reports shall be used as an additional basis for invoice reimbursement.
- J. **USE OF THE PROJECT FACILITY:** The Agency agrees in regard to the use of the facility whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that it will comply with the provision of Exhibit D. Upon execution of this Agreement the Agency shall execute and deliver to the County Exhibit D, which the County shall record in the public records. Recording fees associated with this Exhibit shall be charged to the project budget identified in this Agreement.
- K. **SECTION 3 REQUIREMENTS:** The Agency agrees to comply with all Section 3 requirements applicable to contracts funded through this agreement. Information on Section 3 is available at HCD upon request. The Agency shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

The Center for Family Services Of Palm Beach County, Inc.

- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

II. THE COUNTY AGREES TO:

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$200,000. However, the County shall not provide any funding for the construction work until it is assured that sufficient funds are available to complete the project.
- B. Provide project administration and inspection to the Agency to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, be conducted by HCD staff or its contractor, and will serve to ensure compliance with U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in II.A above:
 - i) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - ii) Cost of soil testing.
 - iii) Reproduction costs of plans and specifications for the project.
 - iv) 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 expenditures it deems appropriate for this project.

EXHIBIT "B" LETTERHEAD STATIONARY

TO: Remar M. Harvin, Director
Housing and Community Development
3323 Belvedere Road, Building #501
West Palm Beach, FL 33406

FROM: Name of Subgrantee: _____

Address: _____

Phone: _____

RE: INVOICE REIMBURSEMENT

Attached, you will find Invoice #_____, requesting reimbursement in the amount of \$_____. The expenditures for this invoice covers the period _____ through _____. You will also find attached back-up original documentation relating to the expenditures being invoiced.

Approved for Payment

EXHIBIT "C"
ASBESTOS REQUIREMENTS

PART A - SPECIAL CONDITIONS - ASBESTOS - PROCEDURES FOR REHABILITATION AND DEMOLITION OF STRUCTURES: The provisions of this part apply to all rehabilitation and demolition work contemplated in this agreement and described in Exhibit A of this agreement:

1. ASBESTOS NOTIFICATION

Federal and state asbestos regulations require, prior to the rehabilitation or demolition of any structure:

- (1) an inspection for asbestos-containing materials (ACM),
- (2) removal of specified ACM, and
- (3) an asbestos notification of rehabilitation or demolition received at least ten (10) business days prior to demolition.

To meet requirements #1 and #2 above, the Agency shall request the County to survey the all structure(s) to be rehabilitated or demolished in connection with this agreement for the presence of ACM and the Agency shall make every effort to remove Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g. asbestos-cement board and shingles) before commencing any rehabilitation or demolition work on such structure(s). If not attached, it is the Agency responsibility to contact the Project Manager of the County department overseeing this project, or the County's Risk Management/Loss Control section to obtain:

- (A) a copy of the pre-rehabilitation or pre-demolition asbestos, inspection report; and
- (B) a copy of the County's Risk Management/Loss Control's memo addressed to the County department overseeing this project.

To meet requirement #3 above for rehabilitation or demolition work, the Agency is responsible for submitting a complete and accurate asbestos notification form titled "Notice of Asbestos Removal Project" [i.e. NESHAP notification, 40 CFR Part 61.145(b)], for each separate address where work will be performed to the below listed agencies at least 10 business days prior to demolition. The 4-copy forms are available from the Department of Environmental Protection and the County's Risk Management/Loss Control.

SEND ORIGINAL TO:

State Asbestos Coordinator
FL Dept. of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2409

SEND YELLOW COPY TO:

Environmental Specialist
FL Dept. Of Environmental Protection
P. O. Box 15425
West Palm Beach, FL 33416-5425

SEND PINK COPY OR FAX OF ORIGINAL TO:

PBC Risk Management/Loss Control
Attn: NESHAP
P.O. Box 21229
West Palm Beach, FL 33416-1229
FAX: (561) 233-5420

The Agency must notify the County's Risk Management/Loss Control (phone (561) 233-5430) immediately if the demolition Start Date changes. No demolition may start before the Start Date on the NESHAP notification and no demolition may occur without the notice to proceed from the County department. It is the responsibility of the Agency to call and submit revised NESHAP notification to the above listed agencies, adhering to required NESHAP time frames.

The Agency is responsible for physical checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-rehabilitation or pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered, the Agency shall immediately contact the County's Project Manager or Loss Control.

2. WORK PRACTICES

The Agency will utilize wet methods to control airborne emissions during the demolition process and during loading onto transport vehicles, regardless whether Category I is present or not. The Agency is responsible for supplying water meters, hoses, and adequate volume of water to the demolition site.

Recycling of any building materials with either presumed or confirmed asbestos-containing Category I (e.g. floor tile, sheet vinyl, and/or roofing materials) is not permitted, unless written authorization is provided to the Agency by the County.

3. OSHA AND FLORIDA STATUTES COMPLIANCE

In accordance with OSHA, (reference 29 CFR 1926.1101) in the event ACM is present the Agency must have a competent person onsite who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with Chapter 469 Florida Statutes as an onsite supervisor.

Copies of training certificates of the onsite supervisor shall be made available to the County upon request.

4. ROOFING - REMOVAL OF CONFIRMED OR PRESUMED ASBESTOS-CONTAINING BITUMINOUS ROOFING MATERIALS

It is the responsibility of the Agency to determine if the roofing materials do not contain asbestos. If the Agency wishes not to sample and analyze for asbestos, the materials will be presumed to contain asbestos and handled accordingly. If the Agency elects to sample the roof system, she/he must first notify the County of the sampling, including date, location, and number of samples to be collected. The bulk sample analyses must be performed by a NVLAP-accredited laboratory (NVLAP is the National Voluntary Laboratory Accreditation Program). Results, if proven less than one percent asbestos, shall be provided to the County prior to the start of any work.

The Agency will be required to meet all Federal, State, and Local regulations pertaining to the handling, removal, and disposal of confirmed or presumed asbestos-containing roofing materials. This includes, but is not limited to:

- (1) Meeting the requirements listed in Chapter 469.012(2) & (3) Florida Statutes regarding training of onsite roofing supervisors involved in the removal of asbestos containing bituminous resinous roofing materials, and;
- (2) Utilizing removal methods that will maintain the roofing material's Category I non-friable status and will not create dust, i.e. employ methods other than sanding, grinding, drilling, abrading, rotary blade or saw cutting. Suggested methods are slicing, shearing, or punch cutting while using wet methods where feasible.

In the event ACM is found, the Agency will submit the following documentation to the County department coordinating this project.

- (1) Copies of training certificates of the onsite roofing supervisor in compliance with the current requirements of Chapter 469 Florida Statutes;
- (2) Resume of the onsite roofing supervisor documenting asbestos-containing roofing removal jobs performed with the last two (2) years;
- (3) Approval of a landfill to accept confirmed or presumed asbestos-containing roofing material and any conditions associated with its acceptance, and;
- (4) A plan of action, as specified by OSHA 29 CFR 1926.1101 which addresses:
 - a. Method of removal
 - b. Worker protection
 - c. Protection of building occupants and ventilation systems
 - d. Method and location of disposal

PART B - SPECIAL CONDITIONS - ASBESTOS - PROCEDURES FOR NEW CONSTRUCTION AND REHABILITATION AND DEMOLITION OF STRUCTURES: The provisions of this part apply to new construction work and to all rehabilitation and demolition work contemplated in this agreement and described in Exhibit A of this agreement:

1. HANDLING AND DISPOSAL OF ASBESTOS CEMENT PIPE

GENERAL

Federal regulations (40 CFR Part 61, Subpart M) classify asbestos-cement pipe (AC pipe) as Category II non-friable asbestos-containing material. AC pipe must be handled in a manner which will maintain this classification. Therefore, all cutting and disposal of AC pipe must be performed by a Florida Licensed Asbestos Contractor.

The Agency will make every effort to identify and quantify the locating of known AC pipe and material prior to onset of work.

If the Agency during the course of work observes, uncovers, or otherwise becomes aware of the existence of any asbestos-cement pipe, pieces, or material at the site to which the Agency or any subcontractor, supplier, or other person may be exposed, the Agency shall immediately notify the County and confirm any verbal notice in writing. The County shall promptly consult with the Project Engineer concerning such condition and determine the necessity of the County retaining special consultants or qualified experts. The Agency shall not perform any work near or in connection with the suspect material until receipt of special written instructions from the County.

The Agency will ensure that all subcontractors follow these procedures.

PRE-WORK SUBMITTALS

The Agency shall submit the name of the Asbestos Contractor and a copy of his/her Florida Asbestos Contractor license to the Palm Beach County department coordinating this project, prior to start of work.

WORKER PROTECTION

Licensed asbestos contractors will comply with the requirements of OSHA 29 CFR 1929.1101 concerning worker protection.

EXECUTION OF WORK

AC pipe will be kept wet during all phases of removal. No visible emissions are permitted. Wet the pipe using an airless sprayer or utilize available water.

Apply dropcloth of 6-mil poly to the area beneath and a minimum of 3 feet beyond the section of pipe to be cut.

Break, cut, or snap pipe into sections suitable in size to the disposal facility. Abrasive disc saws are prohibited.

Apply lockdown encapsulant to exposed edges of pipe. Pick up all pipe debris that may have fallen outside dropcloth.

Use of compressed air to clean AC pipes is prohibited.

At no time should AC pipe or pieces be mixed in with fill.

DISPOSAL

Wrap pipe in existing dropcloth. Transfer pipe to a clean dropcloth outside the trench, and wrap and secure in second layer of 6-mil poly.

Affix the following labels to the exterior of each separately wrapped section of pipe. Labels are to be waterproof, legible, and large enough in size to be readily visible:

First Label:

CAUTION

Contains Asbestos Fibers

Avoid Opening or Breaking Container

Breathing Asbestos is Hazardous to Your Health

The Center for Family Services Of Palm Beach County, Inc.

Second Label:

DANGER
Contains Asbestos Fibers
Avoid Breathing Dust
Cancer and Lung Disease Hazard
Breathing Airborne Asbestos, Tremolite, Anthophyllite or
Actinolite Fibers is Hazardous to Your Health

Third Label:

RQ HAZARDOUS SUBSTANCE
Solid, NOS
ORM-E, NA9188
(Asbestos)

Fourth Label:

Label each container with the name of the generator (owner) and the location at which the waste was generated.

Properly dispose of all AC pipe generated each day. All wrapped sections may be stored in a secure, locked enclosure pending disposal, if authorized by owner.
At no time are section pieces of AC pipe to be left on the worksite uncapped and unsecured at the end of the workday.

All vehicles and/or containers used to haul asbestos-containing waste material shall be lined with a minimum of 6-mil poly layer.
Label trucks used to transport asbestos-containing waste material during loading and unloading as follows (refer to 29 CFR 1910.145(d)(4) for sign format):

DANGER
Asbestos Dust Hazard
Cancer and Lung Disease Hazard
Authorized Personnel Only

POST WORK SUBMITTALS

The Agency or Asbestos Contractor, as waste generator shall complete a Waste Shipment Record (WSR) for each shipment of asbestos-cement pipe disposed. Refer to 40 CFR Part 61, Revision Final Rule for an example of WSR or contact Palm Beach County Risk Management/Loss Control.

The Agency or his designated subcontractor will submit the following documents to the Palm Beach County department coordinating this project prior to payment.

- A copy of the WSR prior to shipment.
- A copy of the WSR signed by the disposal facility within thirty-five (35) days of shipment.

PART C - SPECIAL CONDITIONS - REGULATIONS: The provisions of this part apply to all projects contemplated in this agreement and described in Exhibit A of this agreement:

Environmental Protection Agency: 40 CFR Part 61 National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision Final Rule November 20, 1990.

Occupational Safety and Health Administration: 29 CFR 1926.1101 - Asbestos, - Construction Industry Standard.

Department of Business and Professional Regulations, Chapter 469 Florida Statutes, Licensure of Consultants and Contractors.

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EXHIBIT "D"

Return to:

Palm Beach County
Housing & Community Development
3323 Belvedere Road, Building 501
West Palm Beach, Florida 33406
Prepared by: Tammy K. Fields,
Assistant County Attorney
Attention: Amin Houry

DECLARATION OF RESTRICTIONS

The undersigned, Center for Family Services of Palm Beach County, Inc., a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at 471 Spencer Drive, West Palm Beach, FL 33409 hereinafter referred to as "Declarant", for the property described below, in consideration of funding in the amount of two hundred thousand Dollars (\$200,000) received from the Palm Beach County Board of County Commissioners (the "County") does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, and described as:

Lot 4, Block 69, amended plat of 11th Avenue and 12th Avenue Addition to Freshwater Addition to City of West Palm Beach, according to the plat thereof as recorded in Plat Book 8, Page 22, of the Public Records of Palm Beach County, Florida.

Property Control Number(s): 74-43-43-16-02-069-00340

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and executed with the same formalities as this document.
2. In consideration of the County's grant in the amount of \$200,000 (in CDBG dollars) as provided through a grant Agreement with the County dated October 21, 2003, the Declarant hereby covenants and agrees for a period of 10 years commencing with the expiration date of said grant Agreement (as may be amended from time to time) to use the subject property as described in the Declarant's funding application to the County, and as described in said grant Agreement, and the Declarant further agrees to maintain insurance as required in the grant Agreement.
3. The Declarant agrees in regard to the use of the facility/property whose acquisition or improvements were funded through the grant Agreement that for a period of ten (10) years after the expiration date of said Agreement (as may be amended from time to time):
 - a. The Declarant 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 were made, unless the Declarant provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - i) The new use of the facility/property, in the opinion of the County, 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
 - ii) The requirements of paragraph 3(b) of this section are met.
 - b. If the Declarant determines after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under Paragraph 3(a)(i) of this section or discontinue 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.
 - c. Following the reimbursement of CDBG funds by the Declarant to the County pursuant to Paragraph 3(b) above, the facility/property will then no longer be subject to these restrictions, and the County shall then release these restrictions as described above.

The Center for Family Services Of Palm Beach County, Inc.

In the event of any proposed sale, conveyance or transfer of the subject property, the Declarant must obtain approval of the County, through its Housing and Community Development Department. Any approved sale or conveyance of the subject property by the Declarant will be contingent upon the receipt of the payment by the County in accordance with the provisions of Paragraph 3(b) above, or the receipt of a commitment, executed by a subsequent owner acceptable to the County, confirming its acceptance of the restrictions and conditions provided herein for the duration of this Declaration.

Notwithstanding the foregoing, the restrictions set forth herein shall run with the land whether or not such commitment is obtained from a subsequent owner.

4. The Declarant agrees to notify the County of any liens, judgements or pending foreclosure on the subject property within five (5) working days of the receipt of said notice by the Declarant.

Declarant shall submit to the County once each year a report detailing the Declarant's compliance with the terms of the grant Agreement and this Declaration of Restrictions.

5. Declarant relinquishes all rights to alter, amend, modify, or release these covenants prior to the completion of the ten year period described above.

6. In the event of any litigation necessary to enforce the terms of the Declaration, the Declarant agrees to reimburse the County for attorneys fees and costs associated with litigation.

Executed this _____ day of _____, 2003

**THE CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.**

(DO NOT SIGN THIS EXHIBIT)

By: _____
Kathryn Beamer, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this ____ day of _____, 2003,
by _____ Kathryn Beamer, President _____, who is personally known to me or has produced
_____ as identification and who did (did not) take an oath.

(Print or type name)
Notary Public State of Florida at Large

(Signature)

My Commission Expires:

(NOTARY SEAL)

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