

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

Meeting Date: May 15, 2007

Consent

Regular

Ordinance

Public Hearing

Department: Housing & Community Development

Submitted By: Housing & Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with the City of South Bay to provide up to \$42,369 in FY 2006-2007 Community Development Block Grant (CDBG) funds for the period October 1, 2006 to September 30, 2007 for CDBG activity delivery costs.

Summary: In its FY 2006-2007 Action Plan, the Board of County Commissioners approved the allocation of \$42,369 in CDBG funds to the City of South Bay for the provision of activity delivery costs. Under this agreement, HCD shall reimburse the municipality for all activities associated with the rehabilitation of a housing unit up to and including the submission of a bid package to HCD Capital Improvement Section. Reimbursement is based upon approval of completed Emergency Rehabilitation cases and Full Housing Rehabilitation cases by HCD. The activities will be undertaken by the City's Community Development Department. Emphasis will be placed on performing activities which are located within the City of South Bay Target Area. **These are Federal CDBG funds that require no local match.** (Countywide) (TKF)

Background and Justification: Palm Beach County Housing and Community Development (HCD) receives CDBG funding from the U.S. Department of Housing and Urban Development (HUD). On July 11, 2006, the BCC approved Document R2006-1333, the "Palm Beach County Action Plan for Fiscal Year 2006-2007." The Plan contains a listing of the proposed CDBG projects for FY 2006-2007, including this project. Approval of this agreement will assist in the provision of activity delivery cost and will specifically result in implementation of community development activities, including initiation and completion of five (5) full housing rehabilitation cases and five (5) emergency housing rehabilitation cases within the City of South Bay. Also, through this agreement, the City's Community Development Department will be required to oversee the implementation of all County, State and Federally funded Community Development Programs which are being coordinated by HCD.

Attachments:

- A. Agreement with the City of South Bay, with Exhibits A, B, and C
- B. Insurance Certificate

Recommended By:  4/16/07
Department Director Date

Approved By:  4/30/07
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	\$42,369	_____	_____	_____	_____
External Revenues	\$42,369	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 0	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	 N/A	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1101 Dept 143 Unit 1431 Object 1801
 Program Code/Program Period 8615/GY06

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

Approval of this Agenda Item will appropriate \$42,369 to fund activity delivery cost for the City of South Bay for Fiscal Year 2006-07.

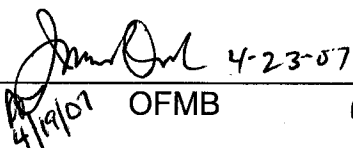
C. Departmental Fiscal Review:



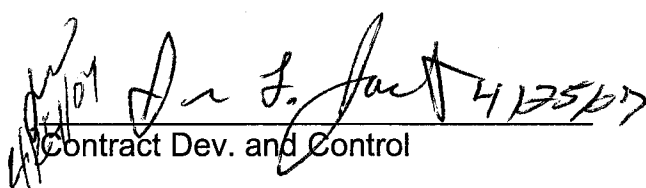
 Larry D. Brown, Financial Analyst II

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Contract Comments:

 4-23-07

 4/19/07 OFMB

 4/25/07

 6/4/07 Contract Dev. and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.



 4/26/07
 Senior Assistant County Attorney

C. Other Department Review:



 Department Director

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

CITY OF SOUTH BAY
AGREEMENT BETWEEN PALM BEACH COUNTY
AND
CITY OF SOUTH BAY

THIS AGREEMENT, entered into this _____ day of _____, 20____, 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 (CDBG) Program and the CITY OF SOUTH BAY, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 335 SW 2nd Avenue, South Bay, FL 33493.

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 in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2006-07 Action Plan, and the CITY OF SOUTH BAY desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the CITY OF SOUTH BAY to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual premises 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 Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Municipality" means CITY OF SOUTH BAY.
- (5) "HCD Approval" means the written approval of the HCD Director or designee.
- (6) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's 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 Municipality will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

CITY OF SOUTH BAY

PART II

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by HCD, perform the tasks 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 Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Municipality 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 Forty-Two Thousand Three Hundred Sixty-Nine Dollars (\$42,369) for the period of October 1, 2006 through September 30, 2007. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director at his discretion up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Municipality to the HCD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

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 number B-06-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality 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 Municipality by September 30, 2007.

3. Method of Payment

The County agrees to make payments and to reimburse the Municipality for all eligible budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Municipality or any subcontractor hereunder.

Requests by the Municipality for payments or reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Municipality. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Municipality and HCD. Proof of payment and originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices will not be honored if received by HCD later than forty-five (45) days after the expiration

CITY OF SOUTH BAY

date of this Agreement, nor will any invoices be honored that predate the commencement date of this Agreement.

4. Conditions On Which Payment Is Contingent

(1) Implementation of Project According to Required Procedures

The Municipality shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances, and codes and with the applicable procedures outlined in HCD Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, and County laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with 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 Municipality 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 system analysis and/or an audit of the Municipality 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 the capability of the Municipality to fiscally manage the project in accordance with Federal, State and County requirements.

(3) Subcontracts

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 the prior written approval of the HCD Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality 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.

(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, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

CITY OF SOUTH BAY

(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 Municipality 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, 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 the provisions of Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (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 from funds provided hereunder, whether for merit or cost of living.

(8) Program-Generated Income

All income earned by the Municipality 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 Municipality 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 Municipality. 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 Municipality agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, or sex be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this

CITY OF SOUTH BAY

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. At a minimum, the Municipality shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

2. Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. Project Beneficiaries

At least 51 percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons. All beneficiaries of this agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least 51 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 Municipality shall provide written verification of compliance to HCD upon HCD's request.

4. Evaluation and Monitoring

The Municipality 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 Municipality 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 Municipality shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Municipality shall provide information as requested by HCD to enable HCD to complete reports required by the County or U.S. HUD. The Municipality shall allow HCD, the County, or U.S. HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HCD or U.S. HUD.

CITY OF SOUTH BAY

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 Municipality 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 Municipality agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Municipality 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 Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the municipality is exempt from having an audit conducted under A-133, the Municipality will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, 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 Municipality for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Municipality 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 Municipality 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, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during 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.

CITY OF SOUTH BAY

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 Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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) Worker's Compensation & Employer's Liability

The Agency shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes 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 the Agreement by the County and upon renewal or reduction of any required insurance. A minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

CITY OF SOUTH BAY

Palm Beach County Board of County Commissioners
c/o H.C.D.
160 Australian Avenue, Suite 500
West Palm Beach, FL 33406

(6) Right to Review and Adjust

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HCD, 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 Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality 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 Municipality 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 activities provided under this Agreement 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 Municipality. Any possible conflict of interest on the part of the Municipality 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 lower- income residents of the project target area.

11. Citizen Participation

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

12. Recognition

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

13. Agreement Documents

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken

CITY OF SOUTH BAY

as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement including its Exhibits
- (2) Office of Management and Budget Circulars A-110, A-122, and A-133
- (3) Title VI of the Civil Rights Act of 1964, 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, 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, and Section 109 of the Housing and Community Development Act of 1974, as amended
- (6) The Drug-Free Workplace Act of 1988, as amended
- (7) Florida Statutes, Chapter 112
- (8) Palm Beach County Purchasing Ordinance
- (9) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (10) The Municipality's Personnel Policies and Job Descriptions
- (11) The Municipality's Articles of Incorporation and Bylaws
- (12) The Municipality's Certificate of Insurance
- (13) Current list of the Municipality's Officers and members of Board of Directors
- (14) Proof of Municipality's 501(c)(3) certification from Internal Revenue Service (IRS)

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

14. Termination

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

A. Termination for Cause

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the date of termination.

B. Termination for Convenience

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written

CITY OF SOUTH BAY

notice to the other party. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the date of termination.

C. Termination Due To Cessation

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

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the date of termination.

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. Notice

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its office at the address listed on Page One of this Agreement.

18. Independent Agent and Employees

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment 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.

CITY OF SOUTH BAY

20. Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

CITY OF SOUTH BAY

21. Counterparts Of This Agreement

This Agreement, consisting of seventeen (17) enumerated pages including 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.

WITNESS our Hands and Seals on the _____ day of _____, 20__.

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

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


BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

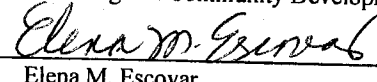
By: _____
Addie L. Greene, Chairperson
Board of County Commissioners

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: 

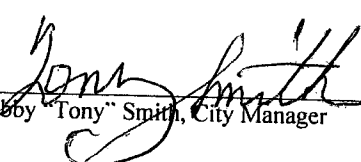
Elena M. Escovar
Planning Manager

(COUNTY SEAL)

CITY OF SOUTH BAY, a Municipality duly organized and existing by virtue of the laws
of the State of Florida

By: 

Clarence E. Anthony, Mayor

By: 

Bobby "Tony" Smith, City Manager

(CORPORATE SEAL)

CITY OF SOUTH BAY

EXHIBIT A
WORK PROGRAM NARRATIVE
CITY OF SOUTH BAY

I. The Municipality agrees to provide the following administrative and operational services:

A. COMMUNITY DEVELOPMENT SERVICES

The Municipality shall utilize the services of a Community Development Administrator, an Office Assistant, and a Housing Rehabilitation Inspector to implement community development activities including full housing rehabilitation, emergency housing rehabilitation, and performance of duties as may be required by HCD in implementation of projects funded under the Disaster Recovery Initiative (DRI). The Municipality agrees to administer all community development activities in accordance with U.S. HUD standards and requirements, as well as with applicable state, county, and federal regulations, including applicable HCD policies and procedures.

The Municipality shall also use other City staff and outside consultants, as needed, to complete activities. HCD will provide technical assistance, as deemed necessary by HCD.

DESCRIPTION OF WORK AND ANNUAL PERFORMANCE GOALS

- a) The Municipality's Community Development staff shall complete five (5) full housing rehabilitation cases and five (5) emergency housing rehabilitation cases. Specific tasks to be undertaken are outlined in the Scope of Work below.

SCOPE OF WORK TO INCLUDE:

Municipality shall provide services to qualified low/moderate income property owners who reside within its municipal boundaries in order to rehabilitate and upgrade their properties to meet applicable housing and building codes. Work on these properties may include, among other things: roofing, electrical, plumbing, structural repairs, painting, doors, windows, and hurricane protection, provided that these repairs are practical and feasible. HCD shall reimburse the municipality for all activities associated with the rehabilitation of a housing up to and including the submission of a bid package to HCD Capital Improvement Section. Where a successful bidder has been secured, the municipality is required to perform all other tasks, which are within its purview, to ensure full completion of the rehabilitation of the rehabilitation work to be done on the housing unit. The Municipality will be reimbursed once it has proved to HCD that the following tasks have been completed:

- Provide program participants and the general public with information about the housing rehabilitation program.
- Undertake application intake from program participants, and collect required documents and information to enable application processing.
- Evaluate program applicant eligibility to receive assistance, and determine eligibility using applicable regulations, policies, and guidelines.
- Perform inspection of property to be rehabilitated and complete necessary work write-up.
- Request preparation of Environmental Review Checklist
- Present funding recommendations to the Housing Rehabilitation Committee and seek funding approval for participants.
- Prepare a bid package, solicit invitation to bid, and evaluate the bids received if applicable.
- Prepares periodic reports for internal and external use.

- b) The Director of HCD may, from time to time and upon written notice to the Municipality, adjust the number of full rehabilitation and emergency rehabilitation cases established in I.A.a), above, based on funding availability, and based on the Municipality's performance during the term of this Agreement.
- c) The Municipality's Community Development staff shall assist with other community revitalization activities that benefit low-and moderate-income

CITY OF SOUTH BAY

persons, including but not limited to economic development and infrastructure installation and improvement in the Municipality.

B. USE OF FUNDS

The Municipality agrees to use all funds obtained from the County for carrying out the specific activities listed at I. A. a) above, for payment of expenses incurred by its Community Development Department.

C. REPORTS

The Municipality shall submit detailed monthly progress reports to HCD by the 10th day of each month, outlining the status of specific activities under each activity category identified in I. A. COMMUNITY DEVELOPMENT SERVICES; and must specifically identify those activities which are conducted within the City of South Bay CDBG Target Area, defined as the area contained within the following boundaries:

- East: U. S. Highway 27
- West: NW and SW 12th Avenues
- North: NW 4th Street
- South: South ends of SW 5th, 6th 7th and 10th Avenues

The progress reports should be mainly in the form of a narrative and are required in addition to monthly Direct Benefit Activities form. Each report must include a listing of completed case files which have been accepted by HCD Capital Improvements Section, listed by the category of service and identified by the client's surname. This listing will be used for reference to determine the level of the City's performance in relation to the goals established in Section I. A., a) of this agreement. The progress reports shall be used as an additional basis for invoice reimbursement.

II. The County agrees to:

- A. Provide up to \$42,369 in funding, for designated deliverables, consisting of completed case files for Full Rehabilitation and Emergency Rehabilitation. Reimbursement will be tied to the HCD Housing and Capital Improvements Section's (HCI) acceptance of work claimed. Deliverables which have been approved by HCI will be forwarded for reimbursement. Case files which are approved for reimbursement shall consist of all required credentials, documents and executed forms as may be required by HCI to document performance of the activity to be reimbursed.
- Reimbursement claims for Emergency Housing Rehabilitation and Full Housing Rehabilitation will be based on the completion of case files submitted to HCI for approval.

Invoices must also include a Record of Case Files Submitted for Reimbursement (EXHIBIT C.), with Columns A and B completed by the City of South Bay. HCI may change the documentation requirements at any time during the term of this agreement; and HCI shall make final determination of the acceptability of all deliverables for reimbursement. The City of South Bay shall complete all tasks of the Scope of Work of the activity as described in the Description of Work and Annual Performance Goals above, including those tasks which are to be performed after submission of the deliverable to HCI, without additional reimbursement. The following reimbursement rates will apply:

Full Housing Rehabilitation	\$ 5,650 per approved Case File
Emergency Housing Rehabilitation	\$ 2,824 per approved Case File

The total reimbursement amount under this agreement is not to exceed \$42,369.

- B. Provide technical assistance to ensure compliance with HCD, HCI, U.S. HUD, and applicable State, Federal and County regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.

CITY OF SOUTH BAY

- D. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD or HCI, may be conducted by HCD or HCI staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD and HCI on program activities.

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CITY OF SOUTH BAY

EXHIBIT B

LETTERHEAD STATIONERY

TO: Edward W. Lowery, Director
Housing and Community Development
3323 Belvedere Road, Bldg. 501
West Palm Beach, FL 33406

FROM: Name of Subrecipient:
Address:
Telephone:

SUBJECT: INVOICE REIMBURSEMENT - R-2007- _____

Attached, you will find Invoice # _____, requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period _____ through _____. You will also find attached originals or copies of documentation relating to the expenditures involved.

Approved for Submission

CITY OF SOUTH BAY

EXHIBIT C

Record of Case Files Submitted for Reimbursement

Note: Municipality completes columns A and B, only.

Invoice # _____ ; Page _____ of _____ Pages

A Name & Address	B Activity	Disapproval Indicated by "X" in box below	HCD Housing & Rehabilitation Review Approval for Reimbursement indicated by Signature of H&R Manager or Designee
			Approved for reimbursement:
			Approved for reimbursement:
			Approved for reimbursement:
			Approved for reimbursement:

I have reviewed all case files listed above and have found the file(s) indicated by my approval signature to be eligible for reimbursement under the City of South Bay CDBG Agreement (R2006-_____) with HCD.

 Manager, Housing and Rehabilitation Section, HCD Date _____

17.

CERTIFICATE OF COVERAGE

Certificate Holder

ATTN EDWARD W LOWERY DIRECTOR
PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS
HOUSING AND COMMUNITY DEVELOPMENT
3323 BELVEDERE ROAD BUILDING 501
WEST PALM BEACH FL 33406

03-29-07 P02:02

Administrator

Issue Date 03/23/07

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

REVISED

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0553

COVERAGE PERIOD: FROM 10/1/06

COVERAGE PERIOD: TO 10/1/07 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

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

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$2,500

Automobile Liability

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

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible \$2,500
-

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,500,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Community Development Building Grant.

The Certificate Holder is hereby added as an additional insured, except for Worker's Compensation and Employers Liability, as respects the member's liability for the above described item.

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

DESIGNATED MEMBER

CITY OF SOUTH BAY
335 SW 2ND AVENUE
SOUTH BAY FL 33493

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES



AUTHORIZED REPRESENTATIVE