

I. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|--|-----------------|----------|----------|----------|----------|
| Capital Expenditures/Construction | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Operating Costs | <u>\$60,000</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues | <u>\$60,000</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Program Income (PBC) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| In-Kind Match (PBC) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| NET FISCAL IMPACT | 0 | 0 | 0 | 0 | 0 |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

Is Item Included In Current Budget? Yes x No


Budget Account No: Fund 1101 Department 143 Unit 1431 Object 8201


Program Code/Grant Year: BG70 / GY06

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

*Source for \$60,000 is available funds in the Economic Set Aside Program Budget Account Line 1101-143-1431-8201. Funds from the Community Development Block Grant / Economic Set Aside Program fall under the Palm Beach County Housing and Community Development Department.

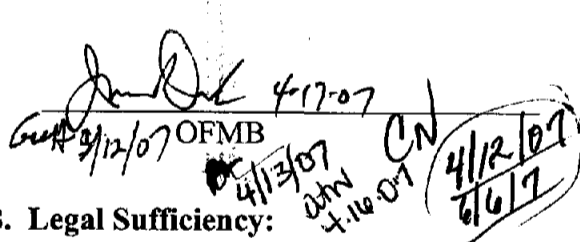
C. Departmental Fiscal Review:

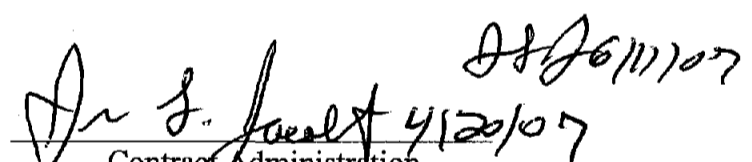

EDO Budget Analyst


HCD Budget Analyst

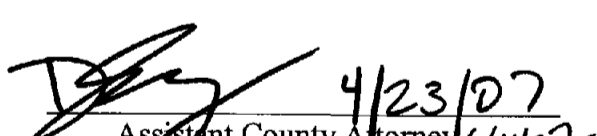
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:


4/17/07
OFMB
4/13/07
CN
4/12/07
6/6/07

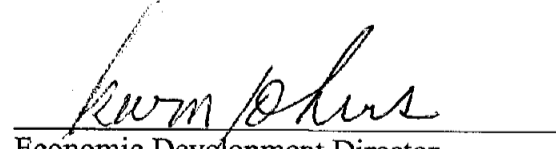

Contract Administration
4/12/07
This Contract complies with our contract review requirements.

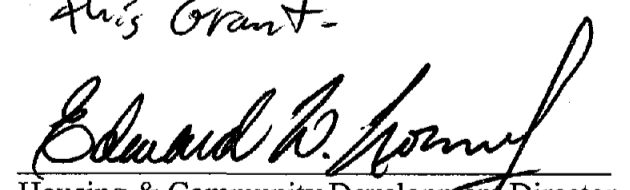
B. Legal Sufficiency:


Assistant County Attorney
4/23/07
6/11/07

Insurance will be obtained prior to possession of the property to be obtained through this Grant.

C. Other Department Review:


Economic Development Director


Housing & Community Development Director

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

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
BRYAN BOYSAW & ASSOCIATES

THIS AGREEMENT, entered into this _____ day of _____, 2007, by and between Palm Beach County (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and **Bryan Boysaw & Associates**, a corporation duly organized and authorized to do business in the State of Florida, having its principal office at **771 Village Blvd, Suite 202, West Palm Beach, Florida 33409** and its Federal Tax Identification Number as **65-0995371**, hereinafter referred to as the "COMPANY."

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

WHEREAS, Palm Beach County, in accordance with the Annual Action Plan, and **Bryan Boysaw & Associates** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **Bryan Boysaw & Associates** 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 and / or Palm Beach County Economic Set Aside Program.
- (3) "EDO" means Palm Beach County Economic Development Office.
- (4) "HCD" means Palm Beach County Housing and Community Development.
- (5) "COMPANY" means **Bryan Boysaw & Associates**
- (6) "EDO Approval" means the written approval of the EDO Director or his designee.
- (7) "U.S. HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (8) "Low and moderate income persons" means the definition set by U.S. HUD.
- (9) "Held by or made available to" 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 Company will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the jobs created through this Agreement must be held by, or made available to, low- and moderate-income persons.

PART II
SCOPE OF SERVICES

The Company shall, in a satisfactory and proper manner as determined by EDO, 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 Company agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and EDO Director or designee-approved expenditures and encumbrances made by the Company under this Agreement. Said services shall be performed in a manner satisfactory to EDO. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total **authorized sum of sixty thousand dollars (\$60,000)**. This Agreement shall be retroactive and commence on the 2nd day of April 2007 and end on the 1st day of April 2008. During this timeframe, the Company must use the CDBG funding awarded, in accordance with Exhibit "A." In addition, the grant award shall be payable in accordance with the terms of this Agreement and the eligible expenses outlined in Exhibit "A." Any funds not obligated by the expiration date of this Agreement automatically revert to the County.

Further budget changes within the designated Agreement amount can be approved in writing by the **EDO 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 Company to the EDO 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 under HUD grant number B-06-UC-12-0004. The effective date shall be the April 2, 2007, and the services of the Company 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 Company by April 1, 2008.**

3. METHOD OF PAYMENT

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

Requests by the Company for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to EDO for approval no later than thirty (30) days after the date of payment by the Company. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Company and EDO. Proof of payment and originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Company must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by the Palm Beach County Economic Development Office later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement. Each invoice submitted to EDO for reimbursement must be submitted using the Letterhead Stationary format as identified in Exhibit B.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Company shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes, 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 EDO. No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with EDO. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the EDO Director or designee.

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

(2) FINANCIAL ACCOUNTABILITY

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

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with County, State, and Federal guidelines and regulations must be submitted by the Company to EDO and approved by EDO prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State, and County laws and regulations. This includes ensuring that all consultant Agreements and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Agreements for architecture, engineering, survey, and planning shall be negotiated fixed fee Agreements. 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 Agreement." 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 EDO Director or his designee.

(4) PURCHASING

All purchases of goods and services, including capital equipment, shall be made by purchase order or by a written Agreement. Each business will be required to secure up to three (3) qualified quotes for goods and services (*if goods and services include equipment, each piece of equipment will require 3 separate quotes*). The business must inform EDO in writing (*and include the purchase order or written agreement*) for the vendor selected. The purchase order or written agreement must include the name / type of goods or services purchased and all costs associated with the purchase.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent upon receipt of complete and accurate reports required by this Agreement, including the resolution of monitoring or audit findings identified pursuant to this Agreement.

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

The State or Federal funds being provided hereunder cannot be used as a match for other State or Federal grants to the Company and the Company cannot submit requests for the same expenses to more than one funding source or under more than one program.

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

(7) PRIOR WRITTEN APPROVALS-SUMMARY

The following includes but is not limited to activities that require the prior written approval of the EDO Director or his 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-town travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) 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.

PART IV
GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Company agrees that no person shall on the ground of race, color, national origin, religion, disability, age, familial status, sex or sexual orientation 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 extent feasible eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded Agreements in connection with the project. At a minimum, the Company shall comply with the Section 3 Clause 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 Company 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 Agreements 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 areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.
3. PROGRAM BENEFICIARIES
At least fifty-one percent (51%) of the jobs created through this project must be held by, or made available to, low- and moderate-income persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 50 percent (50%) of the beneficiaries assisted directly 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 Company shall provide written verification of compliance as described in Exhibit A of this Agreement to EDO upon EDO's request.**
4. EVALUATION AND MONITORING
The Company agrees that EDO will carry out periodic monitoring and evaluation activities, as determined necessary by EDO or the County, during the term of this Agreement and during the periods of time described in Exhibit A of this Agreement. The Company agrees to furnish upon request to EDO, the County or the County's designees and make copies or transcriptions of such records and information as is determined necessary by EDO or the County. The Company shall submit information and status reports required by EDO, the County or U.S. HUD, at EDO's request, to enable EDO to evaluate said progress and to enable EDO to complete reports required of EDO by U.S. HUD. The Company shall allow EDO or U.S. HUD to monitor the Company on site. Such site visits may be scheduled or unscheduled as determined by EDO or U.S. HUD.
5. AUDITS AND INSPECTIONS
At any time during normal business hours and as often as EDO, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, the Company shall make available all its records with respect to all matters covered by this Agreement.
6. DATA BECOMES COUNTY PROPERTY
All reports, plans, surveys, information, documents, maps, and other data procedures purchased, developed, prepared, assembled, or completed by the Company 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 Company at any time upon request by the County or EDO. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to EDO if requested. In any event, **the Company shall keep all documents and records for three (3) years** after expiration of this Agreement.
7. INDEMNIFICATION
The Company 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 Company. The Company's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Company further agrees to hold the County harmless and will indemnify the County for any funds which the County is obligated to refund the Federal Government arising out of the conduct, any activities and administration of the Company.
8. INSURANCE REQUIREMENT
Unless otherwise specified in this Agreement, the Company shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as County's review or acceptance of insurance maintained by the Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Company under the Agreement.
 - (1) COMMERCIAL GENERAL LIABILITY
The Company 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 County's Risk Management Department. The Company agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The Company 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 Company does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Company 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. Company agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

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

(4) INSURANCE COVERING EQUIPMENT

The Company shall agree to maintain insurance coverages against theft, loss, damage, and loss to persons or property in an amount not less than one hundred percent (100%) of the replacement cost of the equipment purchased with funds under this Agreement for a period of ten (10) years. The Company shall agree to be fully responsible for any deductible or self-insured retention and agrees to name the County as a Loss Payee on each policy as its interest may appear in equipment purchased with funds under this Agreement.

(5) ADDITIONAL INSURED

The Company 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 Economic Development Office". The Company shall agree that the Additional Insured endorsements provide coverage on a primary basis.

(6) CERTIFICATE OF INSURANCE

The Company 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 and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(7) RIGHT TO REVIEW & ADJUST

The Company shall agree that the County, by and through its Risk Management Department, in cooperation with EDO, 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. CONFLICT OF INTEREST

The Company covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, 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 Company. Any possible conflict of interest on the part of the Company or its employees shall be disclosed in writing to EDO 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.

10. CITIZEN PARTICIPATION

The Company will cooperate with EDO in the implementation of the Citizen Participation Plan by informing project beneficiaries and the community of the activities the Company is undertaking in carrying out the provisions of this Agreement.

11. RECOGNITION

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

12. AGREEMENT DOCUMENTS

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