

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 21, 2007 [X] Consent [] Regular
[] Public Hearing

Department: Housing and Community Development

Submitted By: Housing and Community Development

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with Villa Lago Development, Inc., and Centro Campesino Farmworker Center, Inc., for the partial rehabilitation of seven residential properties, in the City of South Bay, in the amount of \$183,856 in Community Development Block Grant (CDBG) funds for the period of August 21, 2007, to July 31, 2008.

Summary: Villa Lago Development, Inc., and Centro Campesino Farmworker Center, Inc., presently own seven (7) duplexes in the Villa Lago housing development in South Bay. This Agreement will provide funding towards the partial rehabilitation of these vacant dwelling units. As part of the rehabilitation process, each duplex will be combined to form a single family house resulting in seven (7) houses. The partial rehabilitation includes asbestos and lead-base paint abatement, roofing, and demolition. After this work is completed, the units will be sold to low income homeowners approved by Housing and Community Development. Each homeowner will then complete the rehabilitation using a combination of private financing and homeownership assistance funds provided under available County programs. Each homeowner will also execute a mortgage in favor of the County for \$26,265 (representing one seventh of the amount funded under this Agreement), requiring the homeowner to reside in the house for a period of 10 years. This agreement will provide Federal CDBG funds which do not require local matching funds. (District 6) (TKF)

Background and Justification: On March 30, 2004, Palm Beach County entered into an Agreement with Villa Lago Development, Inc., and Centro Campesino Farmworker Center, Inc., for the rehabilitation of seven residential properties, in the City of South Bay, in the amount of \$90,000 in Community Development Block Grant (CDBG) funds. On August 16, 2005, Palm Beach County also entered into an Agreement with Villa Lago Development, Inc., and Centro Campesino Farmworker Center, Inc., for the rehabilitation of seven other residential properties, in the City of South Bay, in the amount of \$100,000 in Community Development Block Grant (CDBG) funds. Of the combined amount of \$190,000, there is \$183,856, remaining available for this Agreement after expenditures for asbestos and lead-base paint surveys and for recording fees. The previously intended 14 rehabilitations were delayed for various reasons including the three recent hurricanes affecting Palm Beach County, and the difficulty of finding contractors to do work at the project location. Due to damage and deterioration suffered by these units as a result of the hurricanes, and due to rising construction costs, rehabilitation of the original 14 structures is no longer feasible at the original level of funding. Accordingly, this Agreement combines the balances remaining from the earlier Agreements and re-allocates them to the partial rehabilitation of 7 structures only.

Attachments:

1. Agreement with Villa Lago Development, Inc., and Centro Campesino Farmworker Center, Inc., with Exhibits A to F.
2. Insurance Certificates

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

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Recommended by: Edward W. Sprunt 7/16/07
Department Director Date

Approved By: Sharon Q. Brown 7/23/07
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	\$183,856				
External Revenues	<\$183,856 >				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes XX No
 Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG81-GY96: \$ 30,425
 Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG81-GY97: \$ 27,376
 Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG81-GY99: \$ 26,189
 Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG81-GY04: \$ 99,866
\$183,856

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

Source: CDBG

Approval of this agenda item will allocate \$183,856 to Villa Lago Development, Inc., and Centro Campesino Farmworker Center, Inc., for the partial rehabilitation of seven (7) residential properties, in the City of South Bay.

C. Departmental Fiscal Review: Shairette Major, Fiscal Manager I *SKM 7-16-07*

III. REVIEW COMMENTS

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

Jim O'Neil 7-18-07
 OEMB *7/17/07* *8/2/07* *CRN 7/16/07*
Don J. Jurek 7/19/07
 Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] *7/16/07*
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

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

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

VILLA LAGO DEVELOPMENT, INC.

AND

CENTRO CAMPESINO FARMWORKER CENTER, INC.

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 Program, and Villa Lago Development, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 35801 SW 186 Avenue, Florida City, FL 33034, and its Federal Tax Identification number as 65-0801824, and Centro Campesino Farmworker Center, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 35801 SW 187 Avenue, Florida City, FL 33034, and its Federal Tax Identification number as 59-1460598, both of which are hereinafter collectively, jointly, and severally referred to as the "Agency".

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 the Villa Lago Development, Inc., and Centro Campesino Farmworker Center, Inc., desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the Villa Lago Development, Inc., and Centro Campesino Farmworker Center, 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 the Villa Lago Development, Inc., and Centro Campesino Farmworker Center, 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. All the beneficiaries of a project funded under this Agreement shall be low 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" as 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 \$183,856 for the period of August 21, 2007, through and including July 31, 2008. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County. Funds to be released by the County to the Agency in accordance with this Agreement shall be released to Centro Campesino Farmworker Center, Inc., on behalf of the Agency.

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-96-UC-12-0004, No. B-97-UC-12-0004, No. B-99-UC-12-0004, and No. B-04-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 May 31, 2008.

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. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Agency or any subcontractors hereunder.

The Agency shall request payments or reimbursements from the County by submitting to HCD proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Agency may furnish copies if deemed acceptable by HCD. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HCD.

The Agency may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Agency during the term of this Agreement by submitting to HCD the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that HCD has determined that the funds allocated to the Agency through this agreement are still available for payment, and provided that HCD approves such payment.

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 Code, 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 if after 15 days written notice the Agency has not complied with any additional conditions that may be imposed, at any time, by HCD, the County, or U.S. HUD.

(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 GDBG 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
All the beneficiaries of a project funded under this Agreement shall be low income persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. 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.

VILLA LAGO - Rehabilitation of 7 Units

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 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

VILLA LAGO - Rehabilitation of 7 Units

(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. AGREEMENT DOCUMENTS

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

- (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 Code;
- (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; and
- (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.

VILLA LAGO - Rehabilitation of 7 Units

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 Agreement 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 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 in whole or part by giving a fifteen (15) working day 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 160 Australian Avenue, Suite 500, 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.

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).

VILLA LAGO - Rehabilitation of 7 Units

21. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty-four (24) 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.

WITNESS our Hands and Seals on this 10 day of May, 2007.

(AGENCY SEAL BELOW)

VILLA LAGO DEVELOPMENT, INC

BY: Steven Mainster
Steven Mainster, President

BY: Joseph Segor
Joseph Segor, Vice President

(AGENCY SEAL BELOW)

**CENTRO CAMPESINO
FARMWORKER CENTER, INC.**

BY: Joseph Segor
Joseph Segor, President

BY: Fernando Pro
Fernando Pro, Vice-President

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

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

ATTEST: Sharon R. Bock,
Clerk & Comptroller

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

EXHIBIT A
WORK PROGRAM NARRATIVE

I. THE AGENCY AGREES TO:

A. OVERVIEW:

The purpose of this Agreement is to make funds available to enable the Agency to partially rehabilitate seven residential structures containing two dwelling units each. Of these, three (3) residential structures are presently owned by Villa Lago Development, Inc., and four (4) owned by Centro Campesino Farmworker Center, Inc. The lots on which these structures are located are in the Villa Lago development in South Bay, Florida, and are more fully described elsewhere in this Agreement. After the rehabilitation work is completed the two dwellings contained in each structure shall be combined into one dwelling unit. Each resulting dwelling unit shall be sold to a qualified low/moderate income homeowner who has been approved by the County prior to such sale, and who shall reside in it after completing its rehabilitation and obtaining a certificate of occupancy from the building department of jurisdiction. The funds made available under this Agreement shall be used to partially rehabilitate the affected units, which partial rehabilitation shall include, asbestos and lead-base paint abatement, roofing, and demolition, as more specifically described below.

B. AFFECTED STRUCTURES TO BE PARTIALLY REHABILITATED:

The parties recognize that the seven structures to be rehabilitated and conveyed to HCD approved low/moderate income homeowners are as follows:

Property Control Number: 58-36-44-11-02-000-0630.

Legal Description: Lot 63, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.

Address: 165 Apio Circle, South Bay, Florida

Owned by: Centro Campesino Farmworker Center, Inc.

Property Control Number: 58-36-44-11-02-000-0640.

Legal Description: Lot 64, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.

Address: 161 Apio Circle, South Bay, Florida

Owned by: Villa Lago Development, Inc.

Property Control Number: 58-36-44-11-02-000-0670.

Legal Description: Lot 67, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.

Address: 149 Apio Circle, South Bay, Florida

Owned by: Centro Campesino Farmworker Center, Inc.

Property Control Number: 58-36-44-11-02-000-0680.

Legal Description: Lot 68, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.

Address: 145 Apio Circle, South Bay, Florida

Owned by: Centro Campesino Farmworker Center, Inc.

Property Control Number: 58-36-44-11-02-000-0710.

Legal Description: Lot 71, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.

Address: 133 Apio Circle, South Bay, Florida

Owned by: Centro Campesino Farmworker Center, Inc.

Property Control Number: 58-36-44-11-02-000-0970.

Legal Description: Lot 97, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.

Address: 277 Azucana Road, South Bay, Florida

Owned by: Villa Lago Development, Inc.

Property Control Number: 58-36-44-11-02-000-1000.

Legal Description: Lot 100, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.

Address: 289 Azucana Road, South Bay, Florida

Owned by: Villa Lago Development, Inc.

VILLA LAGO - Rehabilitation of 7 Units

C. REGULATORY STANDARDS:

The regulatory standards applicable to the activities undertaken in connection with this Agreement shall include but not be limited to the ones listed below. Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Agency, shall not relieve the Agency of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Agency of any such applicable regulation, statute, ordinance, or any other document, and to require the Agency to comply with the same.

HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 570)

HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 35).

HUD: HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.

TITLE X: Title X - Residential Lead-Based Paint Hazard Reduction Act of 1992.

EPA: U.S. Environment Protection Agency regulations (40 CFR Part 745).

EPA: U.S. Environment Protection Agency regulations (40 CFR Part 61).

OSHA: Occupational Safety and Health Administration regulations (29 CFR Part 1926).

In addition to the above, the Agency shall comply with all applicable asbestos requirements contained in Exhibit C, attached hereto, for construction work in connection with the project funded through this Agreement.

The Agency recognizes and understands that the applicable regulations, statutes, ordinances, and all other applicable documents may be amended from time to time during the term of this Agreement. The Agency agrees to abide by all such amendments as relates to the activities undertaken in connection with this Agreement, and as determined by HCD.

The Agency recognizes and understands that during the term of this Agreement, new regulations, statutes, ordinances, and other applicable documents may be issued that affect the activities undertaken in connection with this Agreement. The Agency agrees to abide by all such new regulations, statutes, ordinances, and other applicable documents as determined by HCD.

D. ASBESTOS AND LEAD-BASED PAINT SURVEYS:

The parties acknowledge that each is in possession of an asbestos survey report for both units comprising the structure found on each of the following lots: Lot 63, Lot 64, Lot 67, Lot 68, Lot 97, and Lot 100. In instances where the reports were inconclusive regarding the presence of asbestos in certain building materials, or where the presence of asbestos is suspected, the Agency agrees that in lieu of further testing, it shall treat such building materials as though they contain asbestos (that is assumed positive). Accordingly, the following building materials or components, at the listed location, shall be deemed to contain asbestos, or shall be assumed to contain asbestos, and shall be treated in like manner for abatement purposes.

Lot 63 (165 Apio Circle): vinyl floor tile and mastic, and roof cement.

Lot 64 (161 Apio Circle): vinyl floor tile and mastic, and roof cement.

Lot 67 (149 Apio Circle): vinyl floor tile and mastic, and roof cement.

Lot 68 (145 Apio Circle): vinyl floor tile and mastic, and roof cement.

Lot 97 (277 Azucana Road): roof flashing and cement.

Lot 100 (289 Azucana Road): roof flashing and cement.

The Agency shall request its asbestos consultant to survey both units presently found on Lot 71 for the presence of asbestos. The cost of these surveys shall be paid by the Agency. The Agency shall then provide HCD with a copy of such surveys. If any asbestos is found in any of the units on Lot 71, the Agency shall comply with HCD's requirements in connection with such findings.

The parties acknowledge that each is in possession of a lead-based paint inspection report for both units comprising the structure found on each of the following lots: Lot 63, Lot 64, Lot 67, Lot 68, Lot 97, and Lot 100. The parties recognize that these inspection reports did not reveal the presence of lead in paint at levels in excess of the HUD threshold, and that there are no concerns in this regard that would affect the work envisioned at the above listed lots.

The Agency shall request its lead-based paint inspector/risk assessor to survey both units presently found on Lot 71 for the presence of lead-based paint. The cost of these surveys shall be paid by the Agency. The Agency shall then provide HCD with a copy of such surveys. If any lead-based paint is found in any of the units on Lot 71, the Agency shall comply with HCD's requirements in connection with such findings.

VILLA LAGO - Rehabilitation of 7 Units

E. PROFESSIONAL SERVICES:

The Agency shall retain an architectural consultant for this project to provide design services to create plans and specifications for the rehabilitation work described above. The consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors and provide other professional services customarily provided by similar professionals on this type of project. The consultant shall also provide the above services in connection with asbestos and lead-based paint abatement. The consultant shall also coordinate the construction work with the asbestos abatement contractor and the lead-based paint abatement contractor.

F. BIDDING AND CONTRACTS:

Asbestos abatement/monitoring: The bid documents for this work shall comply with the requirements of Exhibit C herein, and shall specify that the asbestos abatement work shall be performed by a Florida Licensed Asbestos Contractor. The Florida Licensed Asbestos Contractor shall be required to retain a Florida Licensed Asbestos Consultant as a subcontractor who shall be a separate independent entity not associated with the abatement contractor. The scope of work shall include the abatement of the above listed building materials or components as well as any building materials or components that require abatement that are revealed by the survey of the units on Lot 71.

Roofing: The bid documents for this work shall specify that this work shall be performed by a State of Florida certified residential, building, or general contractor who also possesses a roofing licence or who has a licenced roofing subcontractor. The roofing work may include:

- the removal of the existing roof covering, replacement of sheathing, fascia, soffit, and damaged roof truss members,
- the provision of gable end bracing, strapping, roof vents, and new shingles.

Roofing work shall not begin until after the abatement/monitoring process has been completed.

Demolition: The bid documents for this work shall specify that this work shall be performed by a State of Florida certified residential, building, or general contractor. The work may include the removal of building materials and components that in the opinion of the consultant are damaged, obsolete, irreparable, do not meet current code standards, or that interfere with the intended design that would combine the two units found in each structure into one dwelling unit. Demolition work shall not begin until after the abatement/monitoring process has been completed.

For each of the proposed activities described above (that is abatement, roofing and demolition), the Agency shall submit its bid package and drawings/specifications, as prepared by its consultant, to HCD and obtain a letter of approval prior to bidding. Furthermore, the Agency shall obtain HCD approval prior to issuing any addenda to its bid documents.

The Agency shall not award the contract for any of the described activities until sufficient funding is available to complete the established scope of work.

The Agency shall obtain HCD approval prior to awarding any contract to be funded through this Agreement including the asbestos abatement contract, the asbestos abatement monitoring consultant contract, the lead-based paint abatement contract, the lead-based paint clearance testing contract, and the roofing and the demolition contracts. After awarding any such contract, the Agency shall obtain HCD approval prior to executing any change orders to any such contract.

Should the contract amount of any of the above stated contracts exceed the amount to be funded by the County for such contract through this Agreement, then the Agency shall fund all amounts in excess of the amount to be funded by the County. The Agency shall not request the County for reimbursement of any of the County's funds for such contract until after it has expended all amounts in excess of the amount to be funded by the County.

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.

G. 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.

VILLA LAGO - Rehabilitation of 7 Units

H. CONSTRUCTION PAYMENT RETAINAGE: The Agency shall apply a retainage of at least 5% on all construction draws and payments made under contracts for abatement and monitoring as described herein, 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.

I. WORK SCHEDULE: The time frame for completion of the outlined activities shall be July 31, 2008.

Complete Abatement Bid Documents by	Aug 6, 2007
Advertise & Accept Abatement Bids by	Sept 15, 2007
Award Abatement Contract by	Oct 15, 2007
Start Abatement by	Nov 1, 2007
Complete Abatement by	Dec 1, 2007

Complete Roofing Bid Documents by	Aug 6, 2007
Advertise & Accept Roofing Bids by	Sept 15, 2007
Award Roofing Contract by	Dec 1, 2007
Start Roofing Construction by	Dec 15, 2007
Complete Roofing Construction by	Jan 31, 2008

Complete Demolition Bid Documents by	Aug 6, 2007
Advertise & Accept Demolition Bids by	Sept 15, 2007
Award Demolition Contract by	Dec 1, 2007
Start Demolition by	Dec 15, 2007
Complete Demolition by	Jan 31, 2008

J. HOMEOWNER APPROVAL AND ENCUMBRANCES:

The parties recognize that the amount funded by the County under this Agreement is \$183,856. The Agency warrants that the seven properties listed above are of similar size, age, type of construction, and condition. Accordingly, the parties infer that it is reasonable to conclude that the cost of rehabilitation work for each property is approximately the same based on the above described similarity of these properties. As such, the amount funded under this Agreement shall be divided by seven and the resultant \$26,265 shall be the amount to be secured by each Declaration of Restrictions and by each Mortgage and Restrictive Covenants described below.

Upon full execution of this Agreement the Agency shall execute and deliver to the County a Declaration of Restrictions provided as Exhibit D and attached hereto, 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. A separate Declaration of Restrictions shall be executed and recorded for each lot listed above. Each Declaration of Restrictions shall restrict the subsequent conveyance of the land to a County approved homeowner that is a low income household.

During the rehabilitation process and thereafter, the Agency shall select prospective homeowners to purchase and occupy the dwelling units on each of the above listed lots using its own selection process, provided that such process does not in any manner violate any of the provisions contained in this Agreement. In its selection, the Agency shall assure the affordability of these dwelling units for the selected homeowners. Homeowners selected by the Agency shall be approved by the County before any of the dwelling units can be sold to them. The Agency shall cause each such homeowner to submit to HCD income information for the homeowner's household, and to submit any other information regarded by HCD to be pertinent to the prospective homeowner's transaction. The Agency shall only select and refer to HCD homeowners whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size. When the Agency refers homeowners to HCD for approval, the Agency shall identify the dwelling unit for which the homeowner is being referred for approval. The Agency shall only sell dwelling units to homeowners approved by the County. All properties to be conveyed by the Agency to approved homeowners, shall be conveyed with clear and marketable title.

After a homeowner's approval by the County, and prior to closing on the conveyance of a property to a homeowner approved by the County, the Agency shall request a Release of Restrictions from HCD in order to clear the title encumbrance placed on the property by the Declaration of Restrictions. Such Release of Restrictions is provided as Exhibit E and is attached hereto. Furthermore, the execution and delivery of said Release of Restrictions is hereby delegated to the County Administrator, or his designee, and shall not require any further action by the Palm Beach County Board of County Commissioners.

VILLA LAGO - Rehabilitation of 7 Units

At each closing where a property is conveyed from the Agency to a homeowner approved by the County, the Agency shall cause such homeowner to execute and record a Mortgage and Restrictive Covenants provided as Exhibit F and attached hereto. The above mentioned Release of Restrictions shall be provided only in exchange for the Mortgage and Restrictive Covenants. It is recognized that the homeowners will secure funding from private lenders for the purchase of these properties, and that they will grant a first mortgage to secure such funding at the closing when the sale transaction is undertaken. The Mortgage and Restrictive Covenants shall be recorded as a second mortgage subordinate to the aforesaid private lender's first mortgage. After each such closing, the Agency shall provide HCD with a copy of the homeowner's recorded deed, and the original recorded Mortgage and Restrictive Covenants.

Closings on the conveyance of all the above listed lots shall occur prior to the expiration date of this Agreement.

- K. **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.
- L. **REPORTS:** The Agency shall submit to HCD detailed monthly progress reports in the form provided as Exhibit B to this Agreement. Each report must account for the total activity for which the Agency is funded under this Agreement. The progress reports may be used by HCD as an additional basis for invoice reimbursement.
- M. **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.
- (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.

VILLA LAGO - Rehabilitation of 7 Units

II. THE COUNTY AGREES TO:

- A. Provide funding for the above specified rehabilitation work during the term of this Agreement, in the amount of \$183,856.
- 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. Environmental review costs incurred by the County may be charged to the project budget identified above.

EXHIBIT B

PALM BEACH COUNTY

HOUSING & COMMUNITY DEVELOPMENT

MONTHLY NARRATIVE REPORT

Report For:	Month: _____ Year: _____			
Subrecipient Name:	Centro Campesino Farmworker Center			
Project Name:	VILLA LAGO - Rehabilitation of 7 Units			
Report Prepared By:	<table border="0" style="width: 100%;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Name</td> <td style="width: 33%; border-bottom: 1px solid black;">Signature</td> <td style="width: 33%; border-bottom: 1px solid black;">Date</td> </tr> </table>	Name	Signature	Date
Name	Signature	Date		

BUDGETING AND EXPENDITURES

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

Amounts Expended to Date:

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ _____	\$ _____	%
Other Funds: _____	\$ _____	\$ _____	%
Other Funds: _____	\$ _____	\$ _____	%
TOTAL:	\$ _____	\$ _____	%

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

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

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Describe any problems encountered during this reporting period: _____

Other comments: _____

Send report to: Amin Houry
 Department for Housing and Community Development
 160 Australian Avenue, Suite 500, West Palm Beach, FL 33406

EXHIBIT C

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit A of this Agreement.

I. DEFINITIONS

ACBM: Asbestos Containing Building Materials
AHERA: Asbestos Hazard Emergency Response Act
EPA: Environmental Protection Agency
FLAC: Florida Licensed Asbestos Consultant
HCD: Palm Beach County Department of Housing and Community Development
NESHAP: National Emission Standards for Hazardous Air Pollutants
NRCA: National Roofing Contractors Association
NVLAP: National Voluntary Laboratory Accreditation Program
OSHA: Occupational Health and Safety Administration
PBCAC: Palm Beach County Asbestos Coordinator (in Risk Management)
TEM: transmission electron microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting must be done for all asbestos containing building materials (ACBM) indicating less than 1% asbestos (to determine if any asbestos is present).
- Samples of vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM).
- Joint compound shall be analyzed as a separate layer.
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed (in lieu of sampling the roof, it may be presumed to contain asbestos).

For Demolition Projects:

- Point counting must be done for all "friable" asbestos containing building materials (ACBM), indicating less than 1% asbestos. This includes joint compounds (to be analyzed as a separate layer), and vinyl asbestos tile.
- Roof materials shall be presumed to be asbestos containing.

If the Agency has a recent asbestos survey report prepared by a licensed asbestos consultant, a copy may be provided to HCD and PBCAC for review to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Agency or requested by HCD. A copy of the completed survey will be forwarded to the Agency. All asbestos survey's shall be forwarded to the PBCAC.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by HCD prior to the removal, (such as asbestos containing roofs, transite pipe). The Agency must obtain approval for all exceptions from HCD. HCD will request the PBCAC to review and approve all exceptions.
- (b) Asbestos Abatement work may be contracted by the Agency or by HCD upon request.
- (c) If the Agency contracts the asbestos abatement, the following documents are required to be provided to the HCD and the PBCAC.
 1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
 2. Pre and Post Job submittals, reviewed and signed by the FLAC.

VILLA LAGO - Rehabilitation of 7 Units

- (d) If the Agency requests HCD to contract the asbestos abatement, HCD will initiate the request through the PBCAC who will contract the asbestos abatement. HCD will provide a copy of all contractor and consultant documents to the Agency.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, Standard Interpretation (OSHA), Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003. The renovation contractor must submit a work plan to HCD and the PBCAC prior to removal of the materials.

B. DEMOLITION

All "friable" ACM must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC prior to demolition. Friable materials include: resilient asbestos tile and mastic which is not intact, linoleum, asbestos containing joint compound, asbestos containing cement panels (e.g. transite), etc.

Intact resilient tile and asbestos roof materials may be demolished with adequate controls (e.g. wet method) by a demolition contractor provided the contractor is aware of the asbestos containing materials present and exercises adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to insure proper control measures and waste disposal. Any exceptions to these guidelines may be requested through HCD prior to the removal, (such as asbestos containing roofs, transite pipe). Exceptions may be granted by HCD prior to the removal, (i.e. asbestos containing roofs, transite pipe). The Agency must obtain approval for all exceptions from HCD and the PBCAC.

- (a) Asbestos Abatement work may be contracted by the Agency or by HCD upon request.
- (b) If the Agency contracts the asbestos abatement, the following documents must be provided to the PBC/HCD and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
 - 2. Pre and Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Agency requests HCD to contract the asbestos abatement, HCD will initiate the request through the PBCAC who will contract the asbestos abatement. HCD will provide a copy of all contractor and consultant documents to the Agency.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos is mandatory.
- (f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to HCD. HCD will provide a copy of these documents to PBCAC.
 - 1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA and the State of Florida Licensing regulations for demolition of structures with asbestos materials.
 - 2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact".
 - 3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.
- (g) If materials are discovered that are suspect asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify HCD.

VILLA LAGO - Rehabilitation of 7 Units

IV. NESHAPS NOTIFICATION

A. RENOVATION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to an asbestos renovation that includes regulated asbestos containing material greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Agency (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least 3 working days prior to the removal.

B. DEMOLITION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to the demolition.

- C. The NESHAP notification shall be sent return receipt requested to the address shown below with a copy to HCD. HCD shall provide a copy to the PBCAC. All fees shall be paid by the Agency.

Palm Beach County Department of Health
Asbestos Coordinator
901 Evernia Street
Post Office Box 29
West Palm Beach, Florida 33401

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Agency, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M – National Emission standard for Asbestos, revised July 1991
- (b) Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices Under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute, NRCI, Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995
- (i) US Dept of Labor, Standard Interpretation (OSHA)
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003.

EXHIBIT D

Return to: (by interoffice mail)
Palm Beach County
Housing & Community Development
160 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: Tammy K. Fields,
Senior Assistant County Attorney
Attention: Amin Houry

Note: This Declaration of Restrictions shall be used for lots owned by Villa Lago Development, Inc., and shall be modified for use in connection with lots owned by Centro Campesino Farmworker Center, Inc.

DECLARATION OF RESTRICTIONS

The undersigned, **VILLA LAGO DEVELOPMENT, INC.**, a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at 35801 SW 186 Avenue, Florida City, FL 33034, (hereinafter referred to as VLD, which term as used in every instance herein shall include VLD's successors and assigns), for the property described below, in consideration of the receipt of Twenty-six Thousand Two Hundred Sixty-five and no/100 Dollars (\$26,265.00) from the Palm Beach Board of County Commissioners (herein after referred to as "County") to rehabilitate the below described property, does hereby grant to the County the following restrictions against the subject property described as:

Lot _____, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.

Property Control Number: 58-36-44-11-02-000-_____.

(hereinafter referred to as Property).

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/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
2. In consideration of receipt of financial assistance from the County to rehabilitate the property described above, as provided through an Agreement with the County dated August 21, 2007, VLD hereby covenants and agrees to hold the property in its possession for a period ending no later than July 31, 2008. VLD further covenants that it shall sell the Property during said period only to an applicant approved by the County as described in the stated Agreement.
3. Should the VLD not sell the Property during the above stated period then it agrees to pay the County the amount of the County's expenditure in connection with the rehabilitation of the property.
4. VLD shall pay all taxes due while the property is in its possession, and VLD shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part thereof, any lien superior to the lien of this Declaration of Restrictions, (hereinafter Declaration) other than that which exists on the date of the Agreement with the County as shown above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials onto the Property. VLD 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 VLD.
5. VLD acknowledges and covenants that the provisions specified below constitute a condition of default under this Declaration for which there may be a forfeiture of VLD's title to the Property:
 - A. Non-performance by VLD of any covenant contained herein; and
 - B. Failure of VLD to perform any covenant, agreement, term or condition in the stated grant Agreement with the County.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to VLD of its determination that VLD is in default of the terms of this Declaration, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County,

VILLA LAGO - Rehabilitation of 7 Units

at its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by VLD to the County at the legal rate of interest from the time of expenditure and shall constitute a lien against the property which may be foreclosed if not discharged and satisfied within three (3) months of expenditure of such funds by the County. The County shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

6. If VLD fails, neglects or refuses to perform any of the material provisions, terms and conditions set forth herein, for any material breach of this Declaration, the County shall have the right to file in court of competent jurisdiction an action for:

- A. Forfeiture of all VLD's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration;
- B. Due and unpaid real estate taxes, assessments, charges and penalties for which VLD is obligated to pay.

In addition to any remedy set forth herein the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. VLD shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration shall not bar or breach any of the County's rights or remedies on any subsequent default. Before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give VLD written notice of the default complained of which such notice shall be given to VLD at their address shown above. VLD shall then have ten (10) working days from the date such notice is given to cure or correct any default.

7. VLD shall cause this Declaration to be recorded in the Public Records of Palm Beach County, Florida.

Executed this _____ day of _____, 20____.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

VILLA LAGO DEVELOPMENT, INC.

Witness Name: Witness Signature: X _____
Witness Name: Witness Signature: X _____

By: Steven Mainster, President Signature: X (DO NOT SIGN THIS EXHIBIT) _____
--

(CORPORATE SEAL BELOW)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this ____ day of _____, 20__, by Steven Mainster, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(DO NOT SIGN THIS EXHIBIT)

Signature

Name typed or printed

Notary Public - State of Florida
Title

(NOTARY SEAL)

EXHIBIT E

Return to:



RELEASE OF RESTRICTIONS

Palm Beach County Florida, the owner and holder of a certain Declaration of Restrictions executed by _____, to the Board of County Commissioners of Palm Beach County, Florida, bearing the date of _____, recorded in Official Records Book _____ at page _____, of the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, in the amount of Twenty-six Thousand Two Hundred Sixty-five and no/100 Dollars (\$26,265.00), and containing certain conditions, restrictions, promises, and obligations made by the grantor of said Declaration of Restrictions in connection with the property situate in said county and state, and described as follows, to wit:

Legal Description: Lot ____, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.
Property Control Number: 58-36-44-11-02-000-_____.

hereby releases its interest in the above stated Declaration of Restrictions .

Signed, sealed and delivered
in the presence of:

WITNESS my hand and seal this
day of _____.

Witness Name:
Witness Signature:

X _____

Witness Name:
Witness Signature:

X _____

By: Edward W. Lowery, Director
Housing and Community Development
On behalf of Palm Beach County, Florida

X _____

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Edward W. Lowery, who is personally known to me or who has produced N/A as identification and who did not take an oath.

Signature

Name typed or printed

Notary Public - State of Florida
Title

(NOTARY SEAL)

EXHIBIT F

Return to:

MORTGAGE AND RESTRICTIVE COVENANTS

THIS MORTGAGE and Restrictive Covenants (hereinafter referred to as "Mortgage") is made this ___ day of _____ 20___, by _____, his/her/their successors and heirs, hereinafter "Participant".

WHEREAS, the Participant has been approved by Palm Beach County to acquire title to the below-described real property, located, situate, and being in Palm Beach County, Florida:

Legal Description: Lot ____, of Villa Lago subdivision, according to the Plat thereof, as recorded in Plat Book 83, at Page 104, of the Public Records of Palm Beach County, Florida.
Property Control Number: 58-36-44-11-02-000-_____.

WHEREAS, in exchange for the monetary assistance in the amount of Twenty-six Thousand Two Hundred Sixty-five and no/100 Dollars (\$26,265.00) paid by Palm Beach County for the rehabilitation of the dwelling located on the land described above, the Participant hereby agrees to accept the assistance subject to certain restrictive covenants hereinafter set forth in favor of:

PALM BEACH COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter "County").

NOW THEREFORE, in accord and with the foregoing exchange of covenants and consideration, the Participant declares that the above land and any improvements made thereupon, shall be held, transferred, sole, conveyed, and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth.

1. The Participant shall occupy the dwelling on the land described above without undue delay, and reside in such dwelling as the Participant's principal place of residence for a continuous period of ten (10) years from the date first above written, except as otherwise approved in writing by the County on a case by case basis when conditions make compliance with these covenants infeasible as determined by the County in its sole discretion.
2. The Participant shall permit reasonable inspections of the land and improvements (hereinafter referred to as "Property") at reasonable times by the County or its agents, when deemed necessary by the County, for the purpose of determining compliance with the terms of this Mortgage.
3. The Property, or any part thereof, or interest therein, may not be rented leased, or occupied by persons other than the Participant and family as described in the application submitted by the applicant to the County, except as an extension of such original housekeeping unit and not as a separate housekeeping unit.
4. Title to the Property may be voluntarily transferred by the Participant to another Participant only if such other Participant has been approved by the County in writing as being a low/moderate income household or the then equivalent as defined by the U. S. Department of Housing and Urban Development. Such other approved Participant shall then abide by these covenants for the remainder of the ten (10) year term.

VILLA LAGO - Rehabilitation of 7 Units

5. In the event the Property is leased, rented, or otherwise not occupied by the Participant, or in the event title to the Property is otherwise voluntarily or involuntarily transferred or conveyed to a person or persons not approved in writing by the County as another Participant, at any time during the aforesaid ten (10) year term, then the Participant hereby agrees to pay the County the amount first written above.

6. The term of these restrictive covenants shall expire upon the completion of the ten year occupancy requirement as set forth above. Upon compliance by the Participant of all the terms and conditions as set forth in this Mortgage, the County shall, upon request by the Participant, and at the County's expense, prepare and record a Certificate of Compliance releasing the Participant and Property from the obligations set forth in this Mortgage.

7. The Participant acknowledges and covenants that the provisions specified below constitute a condition of default under this Mortgage for which there may be a forfeiture of the Participant's title to the Property:

- A. Non-performance by the Participant of any covenant contained herein;
- B. Failure of the Participant to perform any covenant, agreement, term or condition in any instrument including a lien upon the Property or part thereof; and
- C. The County's discovery of Participant's failure, in the application submitted to the County by the Participant, to disclose any fact deemed by the County to be a material fact on the basis of which the Participant was qualified under said program, or the County's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Participant.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Participant of its determination that the Participant is in default of the terms of this Mortgage, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Mortgage, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County, at its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Participant to the County at the legal rate of interest from the time of expenditure and shall constitute a lien against the property which may be foreclosed if not discharged and satisfied within six (6) months of expenditure of such funds by the County. The County shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

8. If the Participant fails, neglects or refuses to perform any of the material provisions, terms and conditions set forth herein, for any material breach of this Mortgage, the County shall have the right to file in court of competent jurisdiction an action for:

- A. Forfeiture of all Participant's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Mortgage.
- B. Due and unpaid real estate taxes, assessments, charges and penalties for which the Participant is obligated to pay.

In addition to a remedy set forth herein, the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right of remedy available under this Mortgage shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. Participant shall pay any reasonable expenses, including reasonable attorney's fees and cost incurred by the County, in connection with the exercise of any right or remedy by the County, under this Mortgage and the preparation and delivery of notices required hereunder.

The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Mortgage shall not bar or breach any of the County's rights or remedies on any subsequent default. Before the County shall pursue any of its rights or remedies under this Mortgage, the County shall first give Participant written notice of the default complained of which such notice shall be given to the Participant at the address of the Property. Participant shall then have ten (10) working days from the date such notice is given to cure or correct any default.

VILLA LAGO - Rehabilitation of 7 Units

9. The Participant shall cause this Mortgage to be recorded in the Public Records of Palm Beach County, Florida.

10. All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by the messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5 PM on a business day and on the next business day if transmitted after 5 PM or a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

A. County:
Palm Beach County Housing and Community Development
160 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

B. Participant:

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness Name: Witness Signature: X _____
Witness Name: Witness Signature: X _____

Participant Name: Participant Signature: X _____
Participant Name: Participant Signature: X _____

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Signature

Name typed or printed

Notary Public - State of Florida
Title

(NOTARY SEAL)