

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 20, 2010 [X] Consent [] Regular
[] Public Hearing
Department: Housing and Community Development
Submitted By: Housing and Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: **A)** an Agreement with the City of Greenacres in the amount of \$62,266.82 for the period of April 22, 2010, to October 22, 2010, and **B)** an Agreement with Neighborhood Renaissance, Inc., in the amount of \$2,058,461 for the period covering June 15, 2010 to October 22, 2010.

Summary: Both Agreements provide funding under the 2005 Disaster Recovery Initiative (DRI) Program-Supplemental Appropriation, which is funded under a DRI Grant Agreement with the Florida Department of Community Affairs (DCA). The DRI Grant Agreement with DCA expired, but has since been extended to October 22, 2010. The Agreement with the City of Greenacres is intended for the continuation of a project that was commenced under Agreement (R2009-1777) and which expired with the expiration of the DRI Grant Agreement with DCA. The \$225,000 funded through the expired Agreement, less funds expended on the project to date, are being recommitted to allow for the completion of drainage improvements in the Bowman Street area. The Agreement with Neighborhood Renaissance, Inc., provides funding for the construction of thirteen (13) affordable single family housing units in the Westgate area. The County Administrator executed these two Agreements under the authority provided by the Board of County Commissioners on September 11, 2007 (R2007-1524). These are Federal Community Development Block Grant funds that require no local match. District 2 (TKF)

Background and Justification: On August 24, 2009, Palm Beach County entered into an Agreement (R2009-1777) with the City of Greenacres to provide funding for drainage improvements in the Bowman Street area. The construction work for these improvements is nearing completion. The Agreement with Neighborhood Renaissance, Inc., will provide funding for the construction of thirteen (13) single family housing units which must be sold to low income households (whose household incomes are at or below 80% of the area median income).

The 2005 Disaster Recovery Initiative (DRI) Program - Supplemental Appropriation provides funds made available to DCA by the U.S. Department of Housing and Urban Development from Community Development Block Grant (CDBG) Disaster Recovery Funding to assist in recovery efforts from the Federally declared disasters (Hurricanes Katrina and Wilma) that occurred between August 25, 2005 and October 24, 2005.

Attachments:

1. Agreement with the City of Greenacres including Exhibits A, B and C
2. Agreement with Neighborhood Renaissance, Inc., including Exhibits A through G

Recommended by:

Edward W. Roman
Department Director

6/17/2010
Date

Approved By:

Shannon G. Bly
Assistant County Administrator

6/22/2010
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$2,120,727.82				
Operating Costs					
External Revenues	(\$2,120,727.82)				
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.:

City of Greenacres - Bowman Street Outfall Project

Fund: 1108 Dept: 143 Unit: 1422 Object: 8101 Program Code/Period: DRI318-GY07: \$ 62,266.82

Neighborhood Renaissance, Inc.

Fund: 1108 Dept: 143 Unit: 1422 Object: 8201 Program Code/Period: DRI321-GY07: \$ 2,058,461

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

Approval of this agenda item will allocate \$62,266.82 to the City of Greenacres for drainage improvements and \$2,058,461 to Neighborhood Renaissance, Inc., for the construction of thirteen 13 single family housing units.

C. Departmental Fiscal Review: Shairette Major 6/16/10
Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

No net fiscal impact

OFMB

Contract Development and Control

E. Jones 6/23/10

B. Legal Sufficiency:

Senior Assistant County Attorney

C. Other Department Review:

Department Director

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

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

THE CITY OF GREENACRES

THIS AGREEMENT, entered into this JUN 11 2010 day of , 20 , by and between Palm Beach County, a political subdivision of the State of Florida, and the City of Greenacres, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 5800 Melaleuca Lane, Greenacres, FL 33463

WHEREAS, Palm Beach County has entered into a Contract (number 08DB-D3-10-60-01-A07) with the State of Florida, Department of Community Affairs, in connection with the State's 2005 Disaster Recovery Initiative Program - Supplemental Appropriation which the State is implementing for the use of grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program; and

WHEREAS, the City of Greenacres was allocated certain funds under said Contract to implement specified activities under the 2005 Disaster Recovery Initiative Program - Supplemental Appropriation; and

WHEREAS, Palm Beach County desires to engage the City of Greenacres to implement the activities associated with the funds allocated to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITIONS, PURPOSE AND APPLICABLE CONDITIONS

1. DEFINITIONS

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Municipality" means the City of Greenacres.
- (5) "State" means the State of Florida, Department of Community Affairs.
- (6) "Contract" means contract number 08DB-D3-10-60-01-A07 between Palm Beach County and the State of Florida, Department of Community Affairs.
- (7) "HCD Approval" means the written approval of the HCD Director or his designee.
- (8) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Part II of this Agreement.

3. APPLICABLE CONDITIONS

The Municipality shall be bound by the Contract to the extent applicable to this Agreement. Furthermore, the conditions applicable to the activities undertaken in connection with this Agreement shall include but not be limited to those listed below (as they may be amended from time to time). Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality 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 Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;
2. Florida Small and Minority Business Act, s 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla Admin. Code.;
9. Department of Community Affairs Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R., part 800);
14. Preservation of Archaeological and Historical Data Act of 1966;
15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
16. Reservoir Salvage Act;
17. Safe Drinking Water Act of 1974, as amended;
18. Endangered Species Act of 1958, as amended;
19. Executive Order 12898 - Environmental Justice
20. Executive Order 11988 and 24 C.F.R. Part 55- Floodplain Management;
21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s 1251 et. seq.);
22. Executive Order 11990 - Protection of Wetlands;
23. Coastal Zone Management Act of 1968, as amended;
24. Wild and Scenic Rivers Act of 1968, as amended;
25. Clean Air Act of 1977;
26. HUD Environmental Standards (24 C.F.R. Part 58);
27. Farmland Protection Policy Act of 1981;
28. Clean Water Act of 1977;
29. Davis - Bacon Act;
30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;
31. The Wildlife Coordination Act of 1958, as amended;
32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.);
33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L. 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;
39. Executive Order 11296, relating to the evaluation of flood hazards;
40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.F.R., Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R., Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C. s. 201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892 - Fair Housing;
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R., Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246 - Non-discrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment /Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1924;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C. s. 1251 et. seq.);
58. OMB Circulars A-87, A-122 and A-133, as revised;
59. Administrative Requirements for Grants, 24 C.F.R. Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12;
61. Emergency Rule 9BER05-2, CDBG Disaster Recovery Funds;
62. HUD program requirements for disaster recovery projects as published in Federal Register, Vol. 69, No. 237 (December 10, 2004) [Docket No. FR-4959 - N-01].

PART II

SCOPE OF SERVICES

The Municipality 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 Municipality 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 Municipality under this Agreement, which shall not be unreasonably withheld. 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 \$62,266.82 (as more specifically detailed in Exhibit A hereto) for the period of April 22, 2010 through and including October 22, 2010. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under State Contract number 08DB-D3-10-60-01-A07, and any amendments thereto. If funds cease to be available under said Contract, the County shall be relieved from providing funds under this Agreement. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to October 22, 2010.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality 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 Municipality or any subcontractors hereunder. The Municipality 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 Municipality may furnish copies if deemed acceptable by HCD. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. 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 Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality 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 Municipality 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 Municipality 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 Municipality shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality, or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine 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 Municipality to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. 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-87, A-102, A-128, and 24CFR Part 85 (also known as the Common Rule), 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 Municipality has not complied with any additional conditions that may be imposed, at any time, by HCD, the County, the State, 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 change orders;
- (c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A.

(8) PROGRAM-GENERATED INCOME

All income earned by the Municipality from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the ground of race, color, disability, national origin, religion, age, financial status, familial status, marital status, sexual orientation, gender, or gender identity or expression, 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 Municipality 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 Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate- income persons. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The Municipality shall provide written verification of compliance to HCD upon HCD's request.

4. EVALUATION AND MONITORING

The Municipality agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Municipality shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Municipality shall provide information as requested by HCD to enable HCD to complete reports required by the County or HUD. The Municipality shall allow HCD, the County, the State, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HCD, the State, 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 Municipality to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD-administered funds are expended.

Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline.

The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event the Municipality shall keep all documents and records for six (6) years after expiration of this Agreement.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

9. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The Municipality shall also hold the State harmless against all claims of whatever nature arising out of the Municipality's performance of work under this Agreement, to extent allowed and required by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the State or the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

10. INSURANCE

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the Municipality reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains Commercial General Liability or Business Auto Liability, the Municipality agrees to maintain said insurance policies at limits not less than \$100,000 Per Person and \$200,000 Per Occurrence. The Municipality agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than County's negligence arising out of this project or Agreement. **This paragraph does not apply to liability policies which afford only indemnity based claims-bill coverage.**

The Municipality agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440. The Municipality agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages, which the Municipality shall deliver to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406. The Municipality agrees its self-insurance or insurance shall be primary as respects to any coverage afforded to or maintained by County.

The Municipality agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve the Municipality of its liability and obligations under this Agreement.

11. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the 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 Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

13. CITIZEN PARTICIPATION

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

14. RECOGNITION

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

15. 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-87, A-102, A-133, and 24CFR Part 85;
- (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 Municipality's personnel policies and job descriptions; and
- (10) The Municipality's Certificate of Insurance.
- (11) Contract number 08DB-D3-10-60-01-A07 between Palm Beach County and the State of Florida, Department of Community Affairs.

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

16. 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 Municipality with funds under this Agreement shall be returned to HCD or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality 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 DUE TO CESSATION

In the event the grant to the County under the Contract is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the State specifies.

17. 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.

18. 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 the governing body of the Municipality, and signed by both parties.

19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

20. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not 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.

21. 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.

22. PUBLIC ENTITY CRIMES

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

23. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County agreements, contracts, transactions, accounts and records. All parties doing business with the County and receiving County funds, including the Municipality, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and to detect waste, corruption and fraud.

24. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of fifteen (15) 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. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

25. 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.

JUN 11 2010

WITNESS our Hands and Seals on this _____ day of _____, 20____.

(MUNICIPALITY SEAL BELOW)



CITY OF GREENACRES

BY: Samuel J. Ferreri, Mayor

BY: Denise McGrew, Acting City Clerk

BY: Pamela S. Terranova, City Attorney
(Signature Optional)

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

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: Robert Weisman, County Administrator

Approved as to Form and
Legal Sufficiency

By: Tammy K. Fields
Senior Assistant County Attorney

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

By: Amin Houry, Manager
Housing and Capital Improvements

EXHIBIT A
WORK PROGRAM NARRATIVE

I. THE PARTIES AGREE THAT:

- A. **PRIOR AGREEMENT:** The project contained in this Agreement is a continuation of the project contained in a prior agreement between the Municipality and the County (R2009-1777) dated August 24, 2009, hereinafter the "First Agreement". The terms and conditions of said First Agreement are incorporated herein by reference.
- B. **ELIGIBLE PAYMENTS AND/OR REIMBURSEMENTS:** All payments and/or reimbursements deemed eligible under the First Agreement shall be eligible under this Agreement.
- C. **PROJECT ACCOMPLISHMENTS:** The project requirements contained in the First Agreement are repeated herein in substantial form. Changes have been made in order to update these requirements for this Agreement. The parties recognize that the following project activities have been accomplished, and where indicated below, the County has paid and/or reimbursed the Municipality for such project activities:
- (a) The Municipality has procured the services of an engineering consultant (a Florida professional engineer) for this project to provide design and construction administration services for the drainage improvements for the Bowman Street Outfall Replacement Project in the City of Greenacres.
 - (b) The Municipality, pursuant to the terms and conditions of the First Agreement, has successfully bid the project and awarded a construction contract. Construction is underway. The contract is with Sunline Engineering Contractors Inc. in the amount of \$184,410.33 (including Change Orders #1 and #2).
 - (c) The Municipality has requested and received reimbursements from the County in the amount of \$162,733.18. The available balance is \$62,266.82.

II. THE MUNICIPALITY AGREES TO:

- A. **PROFESSIONAL SERVICES:** The Municipality's engineering consultant for this project shall inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should such abatement become necessary. The Municipality's engineering consultant for this project shall also provide the below described certification upon completion of the project.
- B. **PROJECT SCOPE :** The scope of this project subject to funding availability shall include the following :

The creation of a new storm water outfall for the Bowman Street drainage system to mitigate against future flooding in the area. The project shall include the construction of an exfiltration trench with connections to the exiting drainage system for additional storage and discharge capacity and additional work in the vicinity of Bowman Street, including the replacement of drainage pipe on Wallace Street, leading to outfall at the L-11 canal.

NOTE 1: Cost Allocation - The total amount of \$62,266.82 funded through this Agreement shall be allocated to construction expenses associated with the above described work. The Municipality shall pay all construction costs which exceed the above stated amount.

NOTE 2: Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality shall not request the County for reimbursement of any of the County's funds for construction costs until after it has expended all amounts in excess of the amount to be funded by the County.

NOTE 3: The Municipality shall not request reimbursement from HCD for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

NOTE 4: Upon completion of the project, the Municipality shall cause its engineering consultant to provide HCD a written certification. Such certification shall indicate that the project has met the specifications of the design, as may have been amended by change order, and the date of completion of construction.

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

- C. ASBESTOS REQUIREMENTS: The Municipality shall comply with all applicable requirements contained in Exhibit D, attached hereto, for construction work in connection with the project funded through this Agreement.
- D. DAVIS-BACON ACT: The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- E. BONDING REQUIREMENTS: The Municipality shall comply with the requirements of 24CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds.
- F. CONSTRUCTION PAYMENT RETAINAGE: The Municipality shall apply a retainage of at least 5% on all construction draws which retainages shall be released in conjunction with the final draw upon satisfactory completion of the project. The Municipality agrees not to release such retainages until it has obtained approval from the County that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act.
- G. FORMER PROJECTS: The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- H. WORK SCHEDULE: The time frame for completion of the outlined activities shall be October 22, 2010.
- I. REPORTS: The Municipality shall submit to HCD reports as described below:
 - (a) MONTHLY REPORT: The Municipality 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 Municipality is funded under this Agreement. The progress reports shall be used by HCD to assess the Municipality's progress in implementing the project.
 - (b) SEMI-ANNUAL REPORT: The Municipality shall submit to HCD detailed semi-annual reports in the form provided as Exhibit C to this Agreement. During the term of this Agreement, the Municipality shall each 31st day of March submit such report for the prior six month period beginning on the preceding 1st day of October, and ending on said 31st day of March. In addition, during the term of this Agreement, the Municipality shall each 30th day of September submit such report for the prior six month period beginning on the preceding 1st day of April, and ending on said 30th day of September.
 - (c) OTHER REPORTS: The Municipality agrees to submit to HCD any other reports required by the State in connection with activities undertaken through this Agreement including, but not limited to, reports associated with Section 3.
- J. USE OF THE PROJECT FACILITY: The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of ten (10) years after the expiration date of this Agreement (as may be amended from time to time):
 - (a) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - 1. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - 2. The requirements of paragraph (b) of this section are met.

- (b) If the Municipality determines after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (a) (1) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (c) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (b) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration of this Agreement.

- K. **SECTION 3 REQUIREMENTS:** The Municipality 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 Municipality 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.

III. THE COUNTY AGREES TO:

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$62,266.82. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are available to complete the project.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by HCD and will serve to ensure compliance with State and U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in II.A above:
 - (a) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditures it deems appropriate for this project.

EXHIBIT B

PALM BEACH COUNTY

HOUSING & COMMUNITY DEVELOPMENT

MONTHLY NARRATIVE REPORT

Report For:	Month: _____ Year: _____		
Subrecipient Name:	City of Greenacres		
Project Name:	Bowman Street - Stormwater Outfall Replacement		
Report Prepared By:	<div></div> <div>NameSignatureDate</div>		

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 fo Housing and Community Development
100 Australian Avenue, Suite 500, West Palm Beach, FL 33406

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City of Greenacres
EXHIBIT C

PALM BEACH COUNTY

HOUSING & COMMUNITY DEVELOPMENT

CONTRACTUAL OBLIGATIONS AND MBE REPORT

Project Name:	City of Greenacres - Bowman Street - Stormwater Outfall Replacement	Report Date:		Page ____ of ____ Pages
Report Period:	[] October 1, 200____, to March 31, 200____. [] April 1, 200____, to September 30, 200____.		Prepared By:	

(1) Contractor/Subcontractor name and address (fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. that are funded under the agreement for this project. All contractors and subcontractors (with contracts over \$10,000) that are paid with CDBG funds must be included. Do not list previously reported information.	(2) Prime Contractor Employer Identification Number*	(3) Subcontractor Employer Identification Number* (see below)	(4) Amount of Contract or Subcontract	(5) Type of Trade Code (1 thru 3) (see below)	(6) Contractor or Subcontractor Racial/Ethnic Code (1 thru 6) (see below)	(7) WBE (yes or no)	(8) Section 3 (yes or no)
Name: Street: City: State& Zip Code:							
Name: Street: City: State& Zip Code:							
Name: Street: City: State& Zip Code:							
Name: Street: City: State& Zip Code:							
Name: Street: City: State& Zip Code:							
(3) When subcontractor employer identification number is used, information in columns 4 through 8 must reflect the subcontractor information, not the prime contractor's information; also include the prime contractor's employer identification number. * Employer identification number or social security number		(5) Type of Trade Codes: 1 = New construction (including rehab, water, and sewer) 2 = Education/Training 3 = Other (including supply, professional services and other activities except construction and education/training)		(6) Racial/Ethnic Code: 1 = White American 4 = Hispanic American 2 = Black American 5 = Asian/Pacific American 3 = Native American 6 = Hasidic Jews (7) WBE = Women Business Enterprise			

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

NEIGHBORHOOD RENAISSANCE, INC.

THIS AGREEMENT, entered into this _____ day of JUN 11 2010, 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 the Neighborhood Renaissance, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 510 24th Street, Suite A, West Palm Beach, FL 33407, and its Federal Tax Identification number as 65-0352279.

WHEREAS, Palm Beach County has entered into a Contract (number 08DB-D3-10-60-01-A07) with the State of Florida, Department of Community Affairs, in connection with the State's 2005 Disaster Recovery Initiative Program - Supplemental Appropriation which the State is implementing for the use of grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program; and

WHEREAS, the Neighborhood Renaissance, Inc., was allocated certain funds under said Contract to implement specified activities under the 2005 Disaster Recovery Initiative Program - Supplemental Appropriation; and

WHEREAS, Palm Beach County desires to engage the Neighborhood Renaissance, Inc., to implement the activities associated with the funds allocated to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITIONS, PURPOSE AND APPLICABLE CONDITIONS

1. DEFINITIONS

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means the Neighborhood Renaissance, Inc.
- (5) "State" means the State of Florida, Department of Community Affairs.
- (6) "Contract" means Contract number 08DB-D3-10-60-01-A07 between Palm Beach County and the State of Florida, Department of Community Affairs.
- (6) "HCD Approval" means the written approval of the HCD Director or his designee.
- (7) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (8) "County Approved Homeowners" means low income households whose household incomes are at 80%, or less, of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by HCD in its sole discretion.

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.

3. APPLICABLE CONDITIONS

The Agency shall be bound by the Contract to the extent applicable to this Agreement. Furthermore, the conditions applicable to the activities undertaken in connection with this Agreement shall include but not be limited to those listed below (as they may be amended from time to time). 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.

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;
2. Florida Small and Minority Business Act, s 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla Admin. Code.;
9. Department of Community Affairs Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R., part 800);
14. Preservation of Archaeological and Historical Data Act of 1966;
15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
16. Reservoir Salvage Act;
17. Safe Drinking Water Act of 1974, as amended;
18. Endangered Species Act of 1958, as amended;
19. Executive Order 12898 - Environmental Justice
20. Executive Order 11988 and 24 C.F.R. Part 55- Floodplain Management;
21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s 1251 et. seq.);
22. Executive Order 11990 - Protection of Wetlands;
23. Coastal Zone Management Act of 1968, as amended;
24. Wild and Scenic Rivers Act of 1968, as amended;
25. Clean Air Act of 1977;
26. HUD Environmental Standards (24 C.F.R. Part 58);
27. Farmland Protection Policy Act of 1981;
28. Clean Water Act of 1977;
29. Davis - Bacon Act;
30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;
31. The Wildlife Coordination Act of 1958, as amended;
32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.;
33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L. 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;
39. Executive Order 11296, relating to the evaluation of flood hazards;
40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.F.R., Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R., Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C. s. 201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892 - Fair Housing;
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R., Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246 - Non-discrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment /Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1924;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C. s. 1251 et. seq.);
58. OMB Circulars A-87, A-122 and A-133, as revised;
59. Administrative Requirements for Grants, 24 C.F.R. Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12;
61. Emergency Rule 9BER05-2, CDBG Disaster Recovery Funds;
62. HUD program requirements for disaster recovery projects as published in Federal Register, Vol. 69, No. 237 (December 10, 2004) [Docket No. FR-4959 - N-01].

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 \$2,058,461 (as more specifically detailed in Exhibit A hereto) for the period of June 15, 2010, through and including October 22, 2010. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

2. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under State Contract number 08DB-D3-10-60-01-A07, and any amendments thereto. If funds cease to be available under said Contract, the County shall be relieved from providing funds under this Agreement. 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 October 22, 2010.

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. Each request for payment or reimbursement submitted by the Agency shall be accompanied by a letter from the Agency, provided on the Agency's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. 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, the State, 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 change orders;
(c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A.
- (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. Such income shall only be used to undertake the activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

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, familial status, marital status, sexual orientation, gender, or gender identity or expression, 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 the project funded through this Agreement must be low- and moderate-income persons. The project funded under this Agreement shall assist the above beneficiaries for the time period designated in this Agreement and its exhibits. The Agency shall maintain documentation in its files demonstrating that it has met the above requirement and 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, the State, 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, the State, 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.

If during the year, the Agency expends over \$500,000 of Federal awards, the Agency shall comply with the provisions of OMB Circular A-133. 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 the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the Agency is exempt from having an audit conducted under A-133, the Agency shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Agency shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. 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 six (6) years after expiration of this Agreement.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

9. INDEMNIFICATION

The Agency shall protect, defend, reimburse, indemnify and hold the County and the State, their agents, their 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 State or the Federal Government arising out of the conduct of activities and administration of Agency.

10. 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 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

(6) RIGHT TO REVIEW AND ADJUST

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.
- (15) Contract number 08DB-D3-10-60-01-A07 between Palm Beach County and the State of Florida, Department of Community Affairs.

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.

16. 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 DUE TO CESSATION

In the event the grant to the County under the Contract is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the State specifies.

17. 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.

18. 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.

19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 100 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.

20. 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.

21. 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.

22. 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).

23. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County agreements, contracts, transactions, accounts and records. All parties doing business with the County and receiving County funds, including the Agency, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and to detect waste, corruption and fraud.

24. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty-seven (27) 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.

NEIGHBORHOOD RENAISSANCE, INC.

25. 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 _____ day of JUN 11 2010, 20____.

(AGENCY SEAL BELOW)

NEIGHBORHOOD RENAISSANCE, INC.

BY: Carl A. Flick
Carl A. Flick, President

BY: Bette Anne Starke
Bette Anne Starke, Secretary

BY: _____
Attorney for Agency
(Signature Optional)

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

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: Robert Weisman
Robert Weisman, County Administrator

Approved as to Form and
Legal Sufficiency

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

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

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

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EXHIBIT A
WORK PROGRAM NARRATIVE

I. THE AGENCY AGREES TO:

A. OVERVIEW:

The purpose of this Agreement is to make funds available to the Agency under the State of Florida funded 2005 Disaster Recovery Initiative Program - Supplemental Appropriation to enable the Agency to construct thirteen (13) affordable housing units. Funds made available through this Agreement shall be provided for construction costs on a reimbursement basis. The Agency shall acquire land for the construction of these units using its own resources, and thereafter procure the services of a construction contractor to construct the units. Finally, the Agency shall sell these units to homeowners approved by the County.

B. PROPERTY ACQUISITION, NUMBER OF UNITS, AND EVIDENCE OF OWNERSHIP:

The Agency shall acquire title to the below specified properties and construct the number of dwelling units specified for each property.

1809 Wabasso Avenue: 2 Single family dwellings to be constructed.

PCN: 00-43-43-30-06-000-0026

Legal Description: The East 114.39 feet of Tract "B", Zimmerman's Replat of Part of West Gate Estates, according to the Plat thereof recorded in Plat Book 15, Page 65, Public Records of Palm Beach County, Florida.

2833 Hiawatha Avenue: 1 Single family dwelling to be constructed.

PCN: 00-43-43-30-03-038-0430

PCN: 00-43-43-30-03-038-0440

PCN: 00-43-43-30-03-038-0450

Legal Description: Lots 43, 44 and 45, Block 38 WEST GATE ESTATES, (Northern Section), according to the plat thereof as recorded in Plat Book 8, Page(s) 38 of the Public Records of Palm Beach County, Florida.

2801 Saranac Avenue: 1 Duplex (2 dwelling units) to be constructed.

PCN: 00-43-43-30-04-050-0580

PCN: 00-43-43-30-04-050-0590

PCN: 00-43-43-30-04-050-0600

Legal Description: Lots 58, 59 and 60, Block 50 WEST GATE ESTATES, (Northern Section), according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

2451 Hiawatha Avenue: 3 Single family dwellings to be constructed.

PCN: 00-43-43-30-03-042-0310

Legal Description: Lots 31, 32, 33, 34, 35, 36, and 37, Block 42, WEST GATE ESTATES, (Northern Section) according to the Plat thereof, as recorded in Plat Book 8, at Page 38, of the Public Records of Palm Beach County, Florida.

Saginaw Avenue: 1 Single family dwelling to be constructed.

PCN: 00-43-43-30-03-043-0380

Lots 38 and 39, Block 43, WEST GATE ESTATES Northern Section, according to the plat thereof in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, at Page 38.

Saginaw Avenue: 1 Single family dwelling to be constructed.

PCN: 00-43-43-30-03-043-0400

Lots 40 and 41, Block 43, WEST GATE ESTATES Northern Section, according to the plat thereof in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, at Page 38.

Saginaw Avenue: 1 Single family dwelling to be constructed.

PCN: 00-43-43-30-03-043-0420

Lots 42 and 43, Block 43, WEST GATE ESTATES Northern Section, according to the plat thereof in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, at Page 38.

Saginaw Avenue: 1 Single family dwelling to be constructed.

PCN: 00-43-43-30-03-043-0440

Lots 44 and 45, Block 43, WEST GATE ESTATES Northern Section, according to the plat thereof in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, at Page 38.

Saginaw Avenue: 1 Single family dwelling to be constructed.

PCN: 00-43-43-30-03-043-0460

Lots 46 and 47, Block 43, WEST GATE ESTATES Northern Section, according to the plat thereof in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, at Page 38.

After the Agency acquires title, the Agency shall provide HCD evidence of its ownership of these properties by providing HCD copies of recorded deeds for these properties. Upon acquisition of these properties, the Agency shall establish a separate legal description for each lot pertaining to each dwelling unit to be constructed in connection with this Agreement, and shall provide evidence to HCD of the thirteen legal descriptions resulting from this process.

C. PROFESSIONAL SERVICES:

The Agency shall, at its own expense, procure the services of an architectural/engineering consultant (a Florida professional engineer and/or registered architect) for this project to provide design services to create plans and specifications for the construction of thirteen (13) housing units and related site work (including the demolition of an existing structure) in the Westgate/Belvedere CRA area. 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. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should such abatement become necessary. The Agency's architectural/engineering consultant for this project shall also provide the below described certification upon completion of the project.

D. PROJECT SCOPE : The scope of this project subject to funding availability shall include the construction of thirteen (13) affordable housing units on the aforesaid properties, site clearance, and the below described demolition.

NOTE 1: The parties recognize the presence of a structure at 1809 Wabasso Avenue which must be demolished in order to construct the intended dwellings at said address. Prior to demolition, the Agency shall request HCD to obtain an asbestos survey of this structure. HCD shall transmit the contents of this survey and its requirements to the Agency who shall transmit the same to its consultant. The Agency shall comply with requirements emanating from the survey as determined by HCD. The cost of this survey shall be charged to the budget for this project. Should any asbestos containing materials be found that in HCD's opinion require abatement prior to demolition, then the Agency may request HCD to obtain the services of an asbestos abatement contractor (and if necessary, the services of an asbestos monitoring consultant) in order to accomplish such abatement. The cost of the asbestos abatement and the monitoring consultant shall be charged to the budget for this project.

NOTE 2: The Agency shall submit its bid package/drawings/specifications, and an itemized opinion of probable construction cost prepared by its consultant, to HCD and obtain a letter of approval prior to bidding the construction work. In submitting the bid package and drawings/specifications to HCD, the Agency shall also demonstrate that it has submitted its drawings/specifications to the Palm Beach County building department for plan review, and that these drawings/specifications comply with all applicable building and zoning codes. The Agency recognizes that HCD must obtain the approval of the State before it is able to provide such letter, and the Agency hereby covenants that it shall plan its bid process to allow for the necessary time to fully accomplish this approval process.

NOTE 3: The Agency shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Agency may request HCD for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, HCD may, at its discretion, grant the Agency such waiver.

NOTE 4: Construction work that has been approved for bidding by HCD shall be advertised for bid for a period of not less than twelve (12) days.

NOTE 5: The Agency shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of HCD. At minimum, the Agency shall obtain bid pricing for work associated with each of the thirteen legal descriptions mentioned above.

NEIGHBORHOOD RENAISSANCE, INC.

NOTE 6: The Agency shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Agency shall obtain HCD approval prior to awarding the construction contract to be funded through this Agreement. The Agency recognizes that HCD must obtain the approval of the State before HCD is able to approve the award of the construction contract, and the Agency hereby covenants that it shall plan its contract award process to allow for the necessary time to fully accomplish this approval process. After awarding such contract, the Agency shall obtain HCD approval prior to executing any change orders to such contract. Furthermore, after awarding the construction contract, the Agency shall provide HCD with a copy of the executed contract, and within thirty (30) days from the execution of the construction contract, the Agency shall provide HCD with a copy of the prime contractor's schedule for the completion of the construction work under the contract.

NOTE 7: Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs 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 construction costs until after it has expended all amounts in excess of the amount to be funded by the County.

NOTE 8: 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.

NOTE 9: Upon completion of the project, the Agency shall cause its architectural/engineering consultant to provide HCD a written certification. Such certification shall indicate that the project has met the specifications of the design, as may have been amended by change order, and the date of completion of construction.

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.

E. DECLARATIONS OF RESTRICTIONS:

After the Agency receives HCD approval to award the construction contract to be funded through this Agreement, the Agency shall execute a separate Declaration of Restrictions, included herein as Exhibit B, for each of the thirteen lots resulting from the above mentioned process. The amount to be inserted into each such Declaration of Restrictions shall be computed by HCD based on the anticipated cost resulting from the receipt of bids and the award of the construction contract. The parties recognize that such cost may change as construction progresses due to the nature of the construction process. Should, the amounts secured by these Declarations of Restrictions significantly change, in HCD's opinion, then the Agency shall cooperate with HCD to amend the affected Declarations of Restrictions, or to provide HCD additional Declarations of Restrictions that secure increases in costs funded by HCD under this Agreement. The Agency understands that HCD shall not expend any funds for construction costs unless it has received these Declarations of Restrictions (and when applicable, any amendments thereto).

HCD shall record the Declarations of Restrictions (and any amendments thereto) in the public records of Palm Beach County. Recording fees associated with these Declarations of Restrictions (and any amendments thereto) shall be charged to the project budget identified in this Agreement.

F. ASBESTOS REQUIREMENTS: The Agency shall comply with all applicable requirements contained in Exhibit C, attached hereto, for demolition and construction work in connection with the project funded through this Agreement.

G. DAVIS-BACON ACT: The Agency shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Agency shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.

H. 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 associated with construction contracts.

I. CONSTRUCTION PAYMENT RETAINAGE: The Agency shall apply a retainage of at least 5% on all construction draws which retainages shall be released in conjunction with the final draw upon satisfactory completion of the project. The Agency agrees not to release such retainages until it has obtained approval from the County that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act.

- J. SALE TO COUNTY APPROVED HOMEOWNERS AND AFFORDABILITY PROVISIONS: All thirteen (13) affordable housing units mentioned above shall be sold to purchasers approved by the County as County Approved Homeowners, as herein defined, no later than one (1) year from the date HCD approves the award of the construction contract mentioned above, and provided that the end of said one year period occur on or before September 30, 2011.

The Agency shall cause each prospective purchaser of each housing unit intended for sale to apply to the County in order to be income qualified and in order for the County to determine whether such purchaser is a County Approved Homeowner. The Agency may facilitate the income qualification process by submitting to HCD income information it is able to collect from the prospective purchaser. At such time, the County shall also determine whether the financial obligations that will result from the proposed purchase will be affordable to such prospective purchaser.

Each sale transaction shall be affordable to its respective purchaser, and the sale price to each purchaser shall be at the maximum amount affordable to the purchaser. The Agency shall provide HCD information about each sale transaction to enable HCD to determine whether the financial obligations that will result from the proposed purchase will be affordable to such prospective purchasers.

Affordability shall be regarded as being achieved if no more than thirty-five percent (35%) of the prospective purchaser's gross household income will be expended at the time of occupancy on the sum of the mortgage principal and interest, real estate taxes, property insurance, and homeowner association fees.

HCD shall advise the Agency of prospective purchasers who are approved by HCD to purchase housing units. Such approval shall be valid for a six (6) months period after which the prospective purchasers shall be required to obtain an updated approval from HCD if the prospective purchasers have not closed on the acquisition of the desired housing unit.

At the closing for the sale of each of the thirteen (13) affordable housing units, the Agency shall cause the County Approved Homeowners to execute a Mortgage and Restrictive Covenants, included herein as Exhibit D. The amount to be secured by said Mortgage and Restrictive Covenants shall be the amount expended by the County on the affordable housing unit.

The County recognizes that the County Approved Homeowners for each housing unit may seek funding for the purchase of such housing unit, and that such funding is anticipated to be secured by mortgage instrument(s) to be held by independent institutional mortgage lender(s). During the term of this Agreement, should any such proposed independent institutional mortgage holder request that its mortgage be held in a superior position to the County's interest in the property associated with the housing unit as established through the aforesaid Declaration of Restrictions, the Agency shall request the County in writing on behalf of the County Approved Homeowners, to release its interest in such Declaration of Restrictions and to concurrently accept the aforesaid Mortgage and Restrictive Covenants in a subordinate position to that of the independent institutional mortgage holder.

At the closing for the sale of each of the thirteen (13) affordable housing units, the County shall execute and deliver a Release of Restrictions, included herein as Exhibit E, thereby releasing its interest in the Declaration of Restrictions. 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.

The Agency shall cause the recording of the Release of Restrictions and the Mortgage and Restrictive Covenants in the public records of Palm Beach County, and thereafter cause the original Mortgage and Restrictive Covenants to be provided to the County.

- 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 reports as described below:

- (a) **MONTHLY REPORT:** The Agency shall submit to HCD detailed monthly progress reports in the form provided as Exhibit F to this Agreement. Each report must account for the total activity for which the Agency is funded under this Agreement. The progress reports shall be used by HCD to assess the Agency's progress in implementing the project.
- (b) **SEMI-ANNUAL REPORT:** The Agency shall submit to HCD detailed semi-annual reports in the form provided as Exhibit G to this Agreement. During the term of this Agreement, the Agency shall each 31st day of March submit such report for the prior six month period beginning on the preceding 1st day of October, and ending on said 31st day of March. In addition, during the term of this Agreement, the Agency shall each 30th day of September submit such report for the prior six month period beginning on the preceding 1st day of April, and ending on said 30th day of September.
- (c) **OTHER REPORTS:** The Agency agrees to submit to HCD any other reports required by the State in connection with activities undertaken through this Agreement including, but not limited to, reports associated with Section 3.

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.

II. THE COUNTY AGREES TO:

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$2,058,461. However, the County shall not provide any funding for the construction work until the Agency provides documentation showing that sufficient funds are available to complete the project.
- B. Provide project administration and inspection to the Agency to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, be conducted by HCD staff or its contractor, and will serve to ensure compliance with State and U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in II.A above:
 - (a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Agency for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditures it deems appropriate for this project.

EXHIBIT B

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

DECLARATION OF RESTRICTIONS

The undersigned, Neighborhood Renaissance, Inc., a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at 510 24th Street, Suite A, West Palm Beach, FL 33407 hereinafter referred to as "Declarant", for the property described below, in consideration of funding in the amount of XXXX thousand Dollars (\$000,000) received from the Palm Beach County Board of County Commissioners (the "County") does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, and described as:

XXXXXX TYPE LEGAL DESCRIPTION HERE XXXXXXXX
Property Control Number(s): 00-XX-XX-XX-XX-XXX-XXXX

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 apply to both the land described herein and to the all improvements built upon such land. These restrictions can only be modified, terminated or released by the Palm Beach County Board of County Commissioners, and executed with the same formalities as this document.

2. In consideration of the County's grant in CDBG dollars, for the construction of improvements upon the Property, as provided through a grant Agreement with the County dated June 15, 2010, the Declarant hereby covenants and agrees to comply with the provisions, terms, and conditions set forth herein, and to construct one dwelling unit, and ancillary improvements, on the Property, and to thereafter sell the dwelling unit, the land, and all improvements only to applicants approved by the County, during a period ending no later than , 2011, all according to the terms contained in said Agreement.

3. Should Declarant not complete the construction of the dwelling unit, and ancillary improvements, on the Property, sell the dwelling unit, the land, and all improvements to applicants approved by the County, by , 2011, then the Declarant shall reimburse the County in the amount of the current fair market value of the Property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the Property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

4. The Declarant shall in connection with the sale of the Property comply with all federal, state and local Fair Housing laws.

5. Declarant shall pay, or cause to be paid, all taxes due while the Property is in its possession, and Declarant 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, except with the County's prior written consent as provided for in the above stated Agreement. Declarant shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. Declarant agrees to notify the County of any liens, judgements or pending foreclosure on the Property within five (5) working days of the receipt of said notice by Declarant.

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

- (a) Failure of the Declarant to perform any covenant, agreement, term, or condition contained herein or in the Agreement referenced in Section 2 above.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Declarant of its determination that the Declarant 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, at its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Declarant to the County in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the property which may be

NEIGHBORHOOD RENAISSANCE, INC.

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.

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

- (a) Forfeiture of all the Declarant's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration; and
- (b) Collection of due and unpaid real estate taxes, assessments, charges and penalties for which the Declarant 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. The Declarant 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 the Declarant written notice of the default complained of which such notice shall be given to the Declarant at their address shown above. The Declarant shall then have ten (10) working days from the date such notice is given to cure or correct any default.

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

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

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

Executed this _____ day of _____, 20__.

SIGNED, SEALED, AND DELIVERED IN
THE PRESENCE OF:

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

NEIGHBORHOOD RENAISSANCE, INC.

By: Carl A. Flick, 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
Carl A. Flick, 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: _____

Notary Name: _____

(NOTARY SEAL ABOVE)

Notary Public - State of Florida

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.

NEIGHBORHOOD RENAISSANCE, INC.

- (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.

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:
Palm Beach County
Housing & Community Development
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: Tammy K. Fields,
Senior Assistant County Attorney
Attention: Amin Houry

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 HERE

(hereinafter referred to as "Property")

WHEREAS, Palm Beach County provided grant funding to Neighborhood Renaissance, Inc. to construct the dwelling unit and other improvements located on the Property, and

WHEREAS, Neighborhood Renaissance, Inc., in compliance with its obligations to Palm Beach County, and in exchange for the receipt of said funds to construct the dwelling unit and other improvements located on the Property, has sold the Property to the Participant, and

WHEREAS, the Participant has applied to Palm Beach County for approval to purchase the Property from Neighborhood Renaissance, Inc., and has been approved by Palm Beach County to purchase the Property, and

WHEREAS, Palm Beach County expended \$_____ to construct the dwelling unit and other improvements located on the Property, and

WHEREAS, in exchange for such approval by Palm Beach County, and Palm Beach County's expenditure of \$_____, the Participant hereby agrees to purchase the Property 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 (the "County").**

NOW THEREFORE, in accord and with the foregoing exchange of covenants and consideration, the Participant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth.

1. The Participant shall occupy the Property without undue delay, and reside in the Property as the Participant's principal place of residence for a continuous period of thirty (30) 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 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.

NEIGHBORHOOD RENAISSANCE, INC.

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 household unit and not as a separate household 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 its sole discretion 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 thirty (30) year term.

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 thirty (30) year term, then the Participant hereby agrees to pay the County \$_____, at the time of occurrence of any such event.

6. The term of these restrictive covenants shall expire upon the completion of the thirty (30) 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 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 in addition to 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 an 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.

NEIGHBORHOOD RENAISSANCE, INC.

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
100 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: _____

Notary Name: _____
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

EXHIBIT E

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

RELEASE OF RESTRICTIONS

The undersigned,,

Palm Beach County, a political subdivision of the State of Florida, the owner and holder of a certain Declaration of Restrictions executed by Neighborhood Renaissance, Inc., a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at 510 24th Street, Suite A, West Palm Beach, FL 33407, ("Grantor"), to Palm Beach County, bearing the date of _____, recorded in Official Records Book _____, at Page _____, of the Office of the Clerk and Comptroller of Palm Beach County, Florida, 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 HERE

hereby releases its interest in the above stated _____.

Signed, sealed and delivered
in the presence of:

WITNESS my hand and seal this
_____ day of _____, 20____.

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

By: Edward W. Lowery, Director Housing and Community Development 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: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

EXHIBIT F

PALM BEACH COUNTY HOUSING & COMMUNITY DEVELOPMENT

MONTHLY NARRATIVE REPORT

Report For:	Month: _____ Year: _____		
Subrecipient Name:	NEIGHBORHOOD RENAISSANCE, INC.		
Project Name:	DRI3 - Westgate Affordable Housing		
Report Prepared By:			
	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 fo Housing and Community Development
100 Australian Avenue, Suite 500, West Palm Beach, FL 33406

NEIGHBORHOOD RENAISSANCE, INC.

EXHIBIT G

PALM BEACH COUNTY

HOUSING & COMMUNITY DEVELOPMENT

CONTRACTUAL OBLIGATIONS AND MBE REPORT

Project Name:	NEIGHBORHOOD RENAISSANCE, INC. / DRI3 - Westgate Affordable Housing	Report Date:		Page ____ of ____ Pages
Report Period:	[] October 1, 200__, to March 31, 200__. [] April 1, 200__, to September 30, 200__.		Prepared By:	

(1) Contractor/Subcontractor name and address (fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. that are funded under the agreement for this project. All contractors and subcontractors (with contracts over \$10,000) that are paid with CDBG funds must be included. Do not list previously reported information.	(2) Prime Contractor Employer Identification Number*	(3) Subcontractor Employer Identification Number* (see below)	(4) Amount of Contract or Subcontract	(5) Type of Trade Code (1 thru 3) (see below)	(6) Contractor or Subcontractor Racial/Ethnic Code (1 thru 6) (see below)	(7) WBE (yes or no)	(8) Section 3 (yes or no)
Name: Street: City: State& Zip Code:							
Name: Street: City: State& Zip Code:							
Name: Street: City: State& Zip Code:							
Name: Street: City: State& Zip Code:							
Name: Street: City: State& Zip Code:							
(3) When subcontractor employer identification number is used, information in columns 4 through 8 must reflect the subcontractor information, not the prime contractor's information; also include the prime contractor's employer identification number. * Employer identification number or social security number		(5) Type of Trade Codes: 1 = New construction (including rehab, water, and sewer) 2 = Education/Training 3 = Other (including supply, professional services and other activities except construction and education/training)	(6) Racial/Ethnic Code: 1 = White American 4 = Hispanic American 2 = Black American 5 = Asian/Pacific American 3 = Native American 6 = Hasidic Jews (7) WBE = Women Business Enterprise				