

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 17, 2010 [X] Consent [ ] Regular  
 [ ] Public Hearing

Department: Housing and Community Development

Submitted By: Housing and Community Development

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Amendment No. 001 to an Agreement (R2010-1036) with the Village of Wellington to expand the types of properties that may be acquired under the Agreement, and to increase the allowable cost of rehabilitation.

**Summary:** This Amendment adds single family detached dwelling units and townhouses to the multi-family dwelling units that may be purchased under the Agreement. The Amendment also allows for the acquisition of properties in various stages of the foreclosure process, properties with mortgage or real estate delinquency, and properties subject to code enforcement, in addition to those that have already been fully foreclosed upon and those acquired by lenders by means of a deed in lieu of foreclosure. Furthermore, the Amendment increases the maximum amount of rehabilitation costs for multi-family properties from \$15,000 to \$30,000 per unit. These are Federal Neighborhood Stabilization Program Grant funds that require no local match. District 6 (TKF)

**Background and Justification:** The County entered into an Agreement with the Village of Wellington on May 26, 2010 (R2010-1036), allocating \$750,000 in Neighborhood Stabilization Program (NSP) funds for the acquisition, rehabilitation and resale of at least 4 multi-family units for homeownership purposes. At least forty percent (40%) of funds expended under the Agreement must be expended on units that will be occupied by very-low income households whose incomes are at or below fifty percent (50%) of area median income, with the remaining funds provided under the Agreement to be expended on units that will be occupied by middle income households whose incomes are at or below one hundred and twenty percent (120%) of area median income.

**Attachments:**

1. Amendment 001 to the Agreement with the Village of Wellington
  2. Agreement (R2010-1036) with the Village of Wellington with exhibits A through J
- =====

Recommended by: Edward B. Longmire 7/26/2010  
 Department Director Date

Approved By: Sharon J. By 8/16/2010  
 Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>					

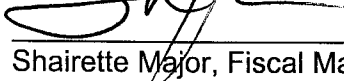
  

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes \_\_\_ No \_\_\_  
 Budget Account No.:

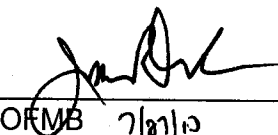
B. Recommended Sources of Funds/Summary of Fiscal Impact:

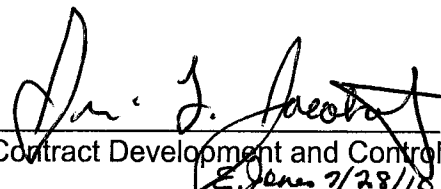
**No fiscal impact**

C. Departmental Fiscal Review:   
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**


A. OFMB Fiscal and/or Contract Development and Control Comments:  
*no fiscal impact*

  
 OFMB 7/21/10  
 SB  
 7/22/10  
 SA

  
 Contract Development and Control 8/11/10  
 E. Jones 7/28/10

B. Legal Sufficiency:

  
 Senior Assistant County Attorney 8/12/10

 with  
**This amendment complies with our review requirements.**

C. Other Department Review:

\_\_\_\_\_  
 Department Director

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

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
VILLAGE OF WELLINGTON**

Amendment 001 entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Palm Beach County and the Village of Wellington.

**WITNESSETH:**

WHEREAS, Palm Beach County entered into an Agreement with the Village of Wellington, on May 26, 2010, to provide \$750,000 of Neighborhood Stabilization Program Grant funds for the acquisition and rehabilitation of properties; and

WHEREAS, the parties wish to modify the Agreement as follows:

**1. EXHIBIT A - SECTION I.A - TYPE OF PROPERTY TO BE FUNDED AND APPLICABLE REQUIREMENTS:**

Replace "The Municipality shall acquire and rehabilitate (if necessary) at least four (4) multi-family dwelling units for homeownership purposes" with "The Municipality shall acquire and rehabilitate (if necessary) at least four (4) dwelling units for homeownership purposes. Said dwelling units may be single-family detached dwelling units, multi-family dwelling units, or townhouses".

**2. EXHIBIT A - SECTION I.C.2 -Property Ownership and Status:**

Delete the contents of this Section and replace them with the following:

"The Municipality shall only select properties that meet one of the below stated conditions:

- a. The property to be acquired shall be a vacant unoccupied residential property containing dwelling units having at least one bedroom each, and the property must have been acquired out of foreclosure, meaning directly from an entity that obtained title to the property through foreclosure (e.g. the lender or trustee for holders of obligations secured by mortgage liens) or directly from an entity that acquired title to such property by means of a deed in lieu of foreclosure. In either case, the Municipality shall provide HCD documented evidence of a foreclosure process associated with the property to be acquired.
- b. The property to be acquired shall be an owner occupied or vacant unoccupied (but not renter occupied) residential property containing dwelling units having at least one bedroom each, and foreclosure proceedings in connection with the property have been initiated under state or local law. In such instance, the Municipality shall provide HCD documented evidence of the initiation of foreclosure proceedings.
- c. The property to be acquired shall be a vacant unoccupied residential property containing dwelling units having at least one bedroom each, and title to the property has been transferred to an intermediary aggregator or servicer (that is not an NSP grantee, contractor, subrecipient, developer, or end user) upon completion of foreclosure proceedings. In such instance, the Municipality shall provide HCD documented evidence of the completion of foreclosure proceedings and documented evidence of the transfer of title to an intermediary aggregator or servicer.
- d. The property to be acquired shall be an owner occupied or vacant unoccupied (but not renter occupied) residential property containing dwelling units having at least one bedroom each, and the mortgage, or tax, payments on such property must be at least ninety (90) days delinquent. In either case, the Municipality shall provide HCD documented evidence of the payment delinquency associated with the property to be acquired.
- e. The property to be acquired shall be an owner occupied or vacant unoccupied (but not renter occupied) residential property containing dwelling units having at least one bedroom each, and the Municipality's code enforcement officer has, upon an inspection, determined that the property is not habitable, and the owner has taken no corrective action within ninety (90) days of notification of the deficiencies. In such instances, the Municipality shall provide HCD documented evidence of the Municipality's code enforcement determination and the Municipality's reinspection of the of the property showing the owner's inaction after said ninety (90) day period.
- f. The property to be acquired shall be an owner occupied or vacant unoccupied (but not renter occupied) residential property containing dwelling units having at least one bedroom each, and the property is subject to a court ordered receivership or nuisance abatement related to abandonment pursuant to state or local law, or the property otherwise meets a state definition of an abandoned home or residential property. In such instances, the Municipality shall provide HCD documented evidence of said court ordered receivership or nuisance abatement, or documented evidence that the property meets said state definition.
- g. The property to be acquired shall be an owner occupied or vacant unoccupied (but not renter occupied) residential property containing dwelling units having at least one bedroom each, and the property's current delinquency status is at least sixty (60) days delinquent under the Mortgage Bankers of America delinquency calculation, and the owner has been notified of this delinquency. In such instances, the Municipality shall provide HCD documented evidence of said delinquency and said notification.

**AMENDMENT 001 TO THE AGREEMENT  
WITH VILLAGE OF WELLINGTON - Continued**

h. The property to be acquired shall be an owner occupied or vacant unoccupied (but not renter occupied) residential property containing dwelling units having at least one bedroom each, and the property owner is ninety (90) days or more delinquent on tax payments. In such instance, the Municipality shall provide HCD documented evidence of said tax delinquency.

**3. EXHIBIT A - SECTION I.D.8 - Property Inspection:**

Replace "\$15,000" with "\$30,000", and add the following to the end of this Section: "The Rehabilitation Cost of single family detached homes or townhouses shall not exceed \$35,000 per dwelling unit".

**4. EXHIBIT A - SECTION I.E - CLOSING REQUIREMENTS:**

Exhibit K and Exhibit L, attached hereto, are hereby made a part of the Agreement. Replace "For properties to be acquired by the Municipality for resale, the Municipality shall, at the closing for such properties, execute a Declaration of Restrictions in favor of the County, which document is provided as Exhibit F and attached hereto" with "For properties to be acquired by the Municipality for resale, the Municipality shall, at the closing for such properties, execute a Declaration of Restrictions in favor of the County. The County shall select one of the Declarations of Restrictions provided as Exhibit F, Exhibit K and Exhibit L, attached hereto, and provide the Municipality for its signature at closing the Declaration of Restrictions selected by the County. The County shall select the Declaration of Restrictions it deems appropriate for the type of property being acquired".

**5. EXHIBIT A - SECTION I.E - CLOSING REQUIREMENTS:**

Add the following Subsection to Section I.E:

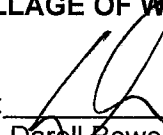
**4. Acquisition Cost Reimbursement:**

The parties recognize that in some instances, in order to expedite the acquisition of properties hereunder, the Municipality may elect to acquire properties using its own funds and thereafter request the County for a reimbursement of such costs. The County shall reimburse the Municipality for such acquisition costs provided that Municipality's acquisition of such properties was made in compliance with this Agreement.

NOW THEREFORE, 1) all items in the Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

**VILLAGE OF WELLINGTON**

By:   
Darrell Bowen, Mayor

By:   
Awilda Rodriguez, Village Clerk

(COUNTY SEAL BELOW)

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

By: \_\_\_\_\_  
Burt Aaronson, Chair  
Board of County Commissioners

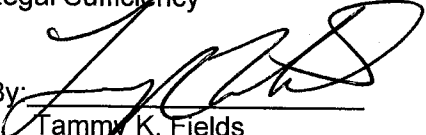
ATTEST: Sharon R. Bock,  
Clerk & Comptroller

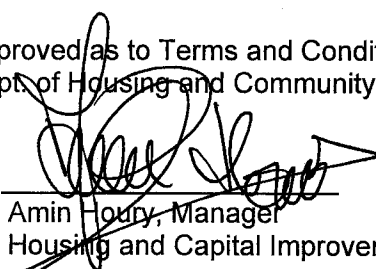
By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

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

By:   
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Amin Houry, Manager  
Housing and Capital Improvements

**EXHIBIT K**

**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  
FOR MIDDLE INCOME HOUSEHOLDS**

The undersigned, Village of Wellington, a municipality duly organized and existing under the laws of the State of Florida, having its principal office at 14000 Greenbriar Blvd., Wellington, FL 33414, (hereinafter referred to as "Municipality", which term as used in every instance herein shall include Municipality's successors and assigns), for the property described below, in consideration of funding in the amount of \_\_\_\_\_ 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:

**Legal Description**

**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 can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

2. In consideration of the County's grant for the purchase of the Property, as provided through a grant Agreement with the County dated April 1, 2010, the Municipality hereby covenants and agrees:

- (a) To rehabilitate the Property upon its acquisition to render it suitable for occupancy to the extend rehabilitation is necessary based on the condition of the Property,
- (b) To, thereafter, sell the Property to a Middle Income Household (as defined herein) approved by the County in accord with the terms of the aforesaid Agreement no later than (120 days after closing), 2010,
- (c) To maintain the Property in a state of repair pursuant to applicable housing and building codes,
- (d) To maintain insurance as required in the Agreement, and
- (e) To comply with the provisions, terms, and conditions set forth herein.

For the purpose of this Declaration of Restrictions, a Middle Income Household shall be defined as a household whose income is at or below one hundred and twenty percent (120%) of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by the County at its sole discretion.

3. Should Municipality not sell the Property to a Middle Income Household by the above stated date, then the Municipality shall convey the Property back to the County or pay the County an amount equal to the current appraised value within 30 days of written demand by the County.

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

5. The Municipality shall pay, or cause to be paid, all taxes due while the Property is in its possession and/or in the possession of the County Approved Homeowners, and the Municipality 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. The Municipality shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Municipality 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 Municipality.

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

- (a) Failure of the Municipality 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 Municipality of its determination that the Municipality is in default of the terms of this Declaration of Restrictions, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration of Restrictions, 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 Municipality 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 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 Municipality fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration of Restrictions, the County shall have the right to file in court of competent jurisdiction an action for:

- (a) Forfeiture of all the Municipality's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration of Restrictions; and
- (b) Collection of due and unpaid real estate taxes, assessments, charges and penalties for which the Municipality is obligated to pay, or cause to be paid.

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 of Restrictions 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 Municipality shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration of Restrictions 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 of Restrictions 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 of Restrictions, the County shall first give the Municipality written notice of the default complained of which such notice shall be given to the Municipality at their address shown above. The Municipality shall then have ten (10) working days from the date such notice is given to cure or correct any default.

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

9. In the event of any litigation necessary to enforce the terms of this Declaration of Restrictions, the Municipality agrees to reimburse the County for attorneys' fees and costs associated with litigation.

10. The Municipality shall cause this Declaration of Restrictions to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Municipality shall provided it to the Director of Housing and Community Development Department, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness Name: Witness Signature:  <b>X</b> _____
--

Witness Name: Witness Signature:  <b>X</b> _____
--

**VILLAGE OF WELLINGTON**

By: Signature:  <b>X (DO NOT SIGN THIS EXHIBIT)</b> _____
---

(CORPORATE SEAL BELOW)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, 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 Public - State of Florida

(NOTARY SEAL ABOVE)

**EXHIBIT L**

**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  
FOR VERY-LOW INCOME HOUSEHOLDS**

The undersigned, Village of Wellington, a municipality duly organized and existing under the laws of the State of Florida, having its principal office at 14000 Greenbriar Blvd., Wellington, FL 33414, (hereinafter referred to as "Municipality", which term as used in every instance herein shall include Municipality's successors and assigns), for the property described below, in consideration of funding in the amount of \_\_\_\_\_ 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:

**Legal Description**

**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 can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
2. In consideration of the County's grant for the purchase of the Property, as provided through a grant Agreement with the County dated April 1, 2010, the Municipality hereby covenants and agrees:
  - (a) To rehabilitate the Property upon its acquisition to render it suitable for occupancy to the extend rehabilitation is necessary based on the condition of the Property,
  - (b) To, thereafter, sell the Property to a Very-Low Income Household (as defined herein) approved by the County in accord with the terms of the aforesaid Agreement no later than (120 days after closing), 2010,
  - (c) To maintain the Property in a state of repair pursuant to applicable housing and building codes,
  - (d) To maintain insurance as required in the Agreement, and
  - (e) To comply with the provisions, terms, and conditions set forth herein.

For the purpose of this Declaration of Restrictions, a Very-Low Income Households shall be defined as a household whose income is at or below fifty percent (50%) of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by the County at its sole discretion.

3. Should Municipality not sell the Property to a Very-Low Income Household by the above stated date, then the Municipality shall convey the Property back to the County or pay the County an amount equal to the current appraised value within 30 days of written demand by the County.
4. The Municipality shall in connection with the lease or sale of the Property comply with all federal, state and local Fair Housing laws.



5. The Municipality shall pay, or cause to be paid, all taxes due while the Property is in its possession and/or in the possession of the County Approved Homeowners, and the Municipality shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part of thereof, any lien superior to the lien of this Declaration of Restrictions, except with the County's prior written consent. The Municipality shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Municipality 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 Municipality.

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

- (a) Failure of the Municipality 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 Municipality of its determination that the Municipality is in default of the terms of this Declaration of Restrictions, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration of Restrictions, 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 Municipality 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 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 Municipality fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration of Restrictions, the County shall have the right to file in court of competent jurisdiction an action for:

- (a) Forfeiture of all the Municipality's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration of Restrictions; and
- (b) Collection of due and unpaid real estate taxes, assessments, charges and penalties for which the Municipality is obligated to pay, or cause to be paid.

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 of Restrictions 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 Municipality shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration of Restrictions 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 of Restrictions 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 of Restrictions, the County shall first give the Municipality written notice of the default complained of which such notice shall be given to the Municipality at their address shown above. The Municipality shall then have ten (10) working days from the date such notice is given to cure or correct any default.

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

9. In the event of any litigation necessary to enforce the terms of this Declaration of Restrictions, the Municipality agrees to reimburse the County for attorneys' fees and costs associated with litigation.

10. The Municipality shall cause this Declaration of Restrictions to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Municipality shall provided it to the Director of Housing and Community Development Department, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness Name: Witness Signature:  <b>X</b> _____
--

Witness Name: Witness Signature:  <b>X</b> _____
--

**VILLAGE OF WELLINGTON**

By: Signature:  <b>X (DO NOT SIGN THIS EXHIBIT)</b> _____
---

(SEAL BELOW)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, 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 Public - State of Florida

(NOTARY SEAL ABOVE)

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**VILLAGE OF WELLINGTON**

**THIS AGREEMENT**, entered into this MAY 26 2010 day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the Village of Wellington, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 14000 Greenbriar Blvd., Wellington, FL 33414.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for the use of grant funds made available under the Housing and Economic Recovery Act of 2008 (HERA); and

**WHEREAS**, these grant funds were made available pursuant to the authority of Sections 2301-2304 of HERA, which established the Neighborhood Stabilization Program (NSP); and

**WHEREAS**, Palm Beach County wishes to use grant funds provided under NSP for the herein described project; and

**WHEREAS**, Palm Beach County desires to engage the Village of Wellington, to implement the herein described project; and

**WHEREAS**, the Village of Wellington, wishes to enter into this Agreement to implement the herein described project.

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

**PART I**

**DEFINITION AND PURPOSE**

**1. DEFINITIONS**

- (1) "County" means Palm Beach County.
- (2) "HERA" means the Housing and Economic Recovery Act of 2008 (HERA).
- (3) "NSP" means the Neighborhood Stabilization Program as authorized under Sections 2301-2304 of HERA.
- (4) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
- (5) "HCD" means Palm Beach County Housing and Community Development.
- (6) "Municipality" means the Village of Wellington.
- (7) "HCD Approval" means the written approval of the HCD Director or his designee.
- (8) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (9) "Low and moderate income persons" means the definition set by HUD.

**2. PURPOSE**

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

**PART II**SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by HCD, perform the tasks necessary to implement the project outlined in Exhibit "A" as attached hereto and made a part hereof.

**PART III**COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT1. 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. 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 \$750,000 for the period of May 15, 2010, through and including April 30, 2011. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by HUD under NSP grant number B-08-UN-12-0013. 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 April 30, 2011.

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, County, and local 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 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 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, or HUD.

(7) PRIOR WRITTEN APPROVALS-SUMMARY

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

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

(8) PROGRAM-GENERATED INCOME

All income earned by the Municipality from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. 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 CONDITIONS1. 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 HUD.

3. 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, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HCD or HUD.

4. 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.

5. 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.

6. 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.

7. 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 five (5) 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.

8. 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 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 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.

9. 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.

10. 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.

11. 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 target area.

12. 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.

13. 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.

14. 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), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (9) The Housing and Economic Recovery Act of 2008 (HERA);
- (10) The Municipality's personnel policies and job descriptions; and
- (11) The Municipality's Certificate of Insurance.

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.

15. 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 FOR CONVENIENCE

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

(3) TERMINATION DUE TO CESSATION

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

16. 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.

17. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or 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.

18. 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 office at the address listed on page one (1) of this Agreement.

19. 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.

20. 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.

21. 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).

22. 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.

23. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of forty-five (45) 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.


24. ENTIRE UNDERSTANDING

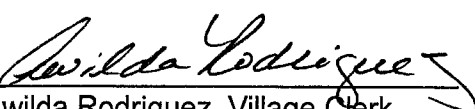
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

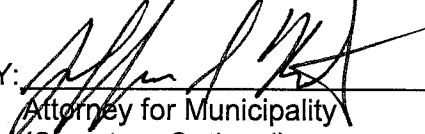
WITNESS our Hands and Seals on this      day of   MAY 26 2010  , 20  .

(MUNICIPALITY SEAL BELOW)

**VILLAGE OF WELLINGTON**

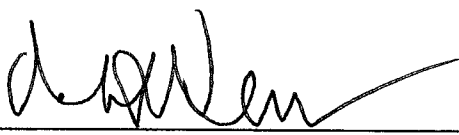
BY:   
Darell Bowen, Mayor

By:   
Awilda Rodriguez, Village Clerk


BY:   
Attorney for Municipality  
(Signature Optional)

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

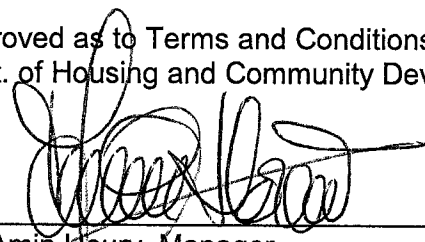
**FOR ITS BOARD OF COUNTY COMMISSIONERS**

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

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**EXHIBIT A**  
**WORK PROGRAM NARRATIVE**

**I. THE MUNICIPALITY AGREES TO:**

**A. TYPE OF PROPERTY TO BE FUNDED AND APPLICABLE REQUIREMENTS:**

The Municipality shall acquire and rehabilitate (if necessary) at least four (4) multi-family dwelling units for homeownership purposes.

All such properties shall be acquired, rehabilitated, leased and/or sold by the Municipality according to the requirements of this Agreement, according to NSP requirements, and according to the requirements of the Residential Rehabilitation Program as approved (and amended from time to time) by the County. The Municipality shall seek a determination from HCD for any conflicting requirements contained in the aforesaid that the Municipality believes to exist. HCD shall advise the Municipality of its determination in writing and the Municipality shall accept, and abide by, such determination.

**B. FUNDING OBLIGATION, EXPENDITURE REQUIREMENTS, AND ALLOWABLE COSTS:**

**1. Funding Obligation:**

All funds associated with this Agreement shall be expended or obligated by September 4, 2010, unless such date is changed by HUD. HCD shall inform the Municipality of any such change. The Municipality shall diligently undertake the activities outlined in this Agreement to enable HCD to obligate funds in the HUD computer system. The Municipality understands that funds not obligated by said date may be withdrawn by HUD and may consequently no longer be available through this Agreement. HCD shall only obligate funds according to the requirements of HUD. At the writing of this Agreement, HUD has determined that funds may be regarded as obligated if there exists an executed contract (or purchase order) for the amount of such funds. Should, after the execution of this Agreement, HUD allow funds to be regarded as obligated under circumstances other than the aforesaid, then HCD and the Municipality shall regard such other manners of obligating funds as though they are part of this Agreement.

**2. Expenditures and Income Levels:**

The Municipality shall assure that all funds expended through this Agreement are expended on dwelling units that will be occupied by households, defined as Middle Income Households (MIH), whose incomes are at or below one hundred and twenty percent (120%) of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by HCD at its sole discretion, provided however, that at least forty percent (40%) of the funds expended through this Agreement are expended on dwelling units that will be occupied by households, defined as Very-Low Income Households (VLIH), whose incomes are at or below fifty percent (50%) of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by HCD at its sole discretion. The Municipality understands that the median income level may be adjusted from time to time.

**3. Allowable Costs:**

The allowable costs that may be funded through this Agreement, subject to HCD approval, are: property acquisition costs, closing costs (title insurance, settlement fee, recording fees, real estate taxes, State documentary stamp and intangible taxes, wire and courier charges), appraisal costs, land surveys, rehabilitation inspections, lead-based paint inspection/risk assessment, asbestos inspection, construction rehabilitation, lead-based paint/asbestos abatement, extermination of wood destroying organisms, the Municipality's activity delivery fee, and any other costs related to the acquisition and rehabilitation of the property as deemed eligible by HCD.

Note: Costs regarded by HCD as carrying costs in connection with properties to be acquired then resold, as well as costs regarded by HCD as operating costs in connection with properties to be acquired then rented, are not allowable costs under this Agreement. For example, homeowner association fees and assessments, and property, windstorm, and flood insurance costs shall be paid by the Municipality, and shall not be regarded as allowable costs in connection with the acquisition of property.

**C. SELECTION OF PROPERTIES:**

The Municipality shall only select properties for acquisition that comply with the following:

**1. Property Location:**

The Municipality shall only select properties that are located in the following zip codes:

- 33414, 33467, 33470: Wellington/ Loxahatchee Grove/Surrounding unincorporated Areas
- 33409, 33413, 33415: Unincorporated Palm Beach County (including Westgate) - S of 45th Street; E of Turnpike; W of I-95; and N of Lake Worth Road.
- 33411: Royal Palm Beach/ Acreage
- 33463: Greenacres
- 33445, 33446, 33484: Unincorporated Palm Beach County - S of Boynton Beach Blvd.; E of Loxahatchee National Wildlife Refuge; W of Military Trail; and N of Clint Moore Rd.
- 33428, 33433, 33434, 33498: Unincorporated Palm Beach County - S of Clint Moore Rd.; E of Loxahatchee National Wildlife Refuge; W of I-95; and N of Broward County line
- 33458, 33469, 33477: Jupiter/Tequesta/Unincorporated Palm Beach County
- 33436, 33437: Unincorporated Palm Beach County (including Golf) - S of Gateway Blvd.; E of Loxahatchee National Wildlife Refuge; W of Congress Ave.; and N of Atlantic Ave.
- 33460: Lake Worth
- 33404: Riviera Beach
- 33403: Lake Park
- 33417: Haverhill
- 33462: Hypoluxo/Lantana/Atlantis/Manalapan/Unincorporated Palm Beach County
- 33430: Belle Glade
- 33476: Pahokee
- 33493: South Bay
- 33438: Canal Point

The Municipality shall demonstrate to HCD the location of the a selected property in an eligible zip code by providing HCD with a printout obtained from the U.S. Postal Service at: <http://zip4.usps.com/zip4/>.

**2. Property Ownership and Status:**

The Municipality shall only select properties that meet both of the below stated conditions:

- a. Properties to be acquired shall be vacant unoccupied residential properties containing dwelling units having at least one bedroom each, and
- b. Properties must be acquired out of foreclosure, meaning directly from entities that obtained title to the properties through foreclosure (e.g. the lender or trustee for holders of obligations secured by mortgage liens) or directly from entities who acquired title to such properties by means of a deed in lieu of foreclosure. In either case the Municipality shall provide HCD documented evidence of a foreclosure process associated with the property to be acquired.

**3. Purchase Price:**

The Municipality shall only select properties that meet both of the below stated conditions:

- a. The purchase price per dwelling unit shall not exceed \$280,000. For properties containing more than one dwelling unit, the purchase price shall be divided by the number of units to establish whether this requirement has been met, and
- b. The purchase price for each property shall be at discount of at least one percent (1%) from its current appraised market value as established under the terms of this Agreement.

**4. Designation of Property for Occupancy by Very-Low Income Households:**

The Municipality agrees that at least forty percent (40%) of the funds expended through this Agreement must be expended on dwelling units that will be occupied by VLIH. The Municipality shall have designated and immediately informed HCD in writing, or by e-mail, of the address of each dwelling unit selected for acquisition that will be occupied by a VLIH, before any funds associated with such acquisition are obligated by the Municipality or by HCD on behalf of the Municipality. Once dwelling units are designated as units to be occupied by VLIH such status may not be changed by the Municipality. The Municipality understands that HCD may, at its sole discretion, after considering the Municipality's progress in meeting the aforesaid 40% expenditure requirement, designate a dwelling unit selected for acquisition by the Municipality as a dwelling unit to be occupied by a VLIH even if the Municipality did not intend to so. In such instance, HCD shall inform the Municipality of such designation in writing, or by e-mail, and the Municipality shall treat such dwelling unit as though the Municipality made such designation as provided for under this Agreement.

**5. Affordability of Resale Price:**

In selecting properties for purchase and resale, the Municipality shall take into consideration the purchase and resale price of such properties, how the price relates to the income levels of households expected to purchase such properties and the affordability of such properties to such households.

**6. Applicability of the Davis-Bacon and Related Acts to Selected Properties:**

If the Municipality intends to acquire and rehabilitate more than seven (7) dwelling units that are located on an undivided lot, or on contiguous lots or parcels, then the Municipality understands that the Davis-Bacon and Related Acts (DBRA) shall apply to the rehabilitation construction activities (including lead-based paint abatement, and asbestos abatement) to be undertaken in connection with these units.

**7. Available Property Listings:**

In selecting properties for acquisition, the Municipality shall diligently utilize all listings accessible to it where foreclosed properties available for sale are shown. Additionally, HCD shall cooperate with the Municipality to identify such properties by making information available to HCD known to the Municipality noting that such information may not be provided to the Municipality on an exclusive basis. The Municipality understands that HCD provides such information to other parties contemporaneous to making it available to the Municipality.

**D. PRE-CLOSING REQUIREMENTS:****1. Purchase And Sale Agreement:**

The Municipality shall enter into a purchase and sale agreement with the owner of each property selected for acquisition. The Municipality, at its sole discretion, shall determine the appropriate time when to enter into such agreement such that it is able to meet the requirements of this Agreement. The Municipality, is cautioned to include all the necessary conditions in such purchase and sale agreement that would allow it to withdraw from the agreement should it not be able to meet the requirements of this Agreement subsequent to entering into the purchase and sale agreement. The Municipality shall provide HCD with a copy of an executed purchase and sale agreement for each property to be acquired under this Agreement. The Municipality shall pay the deposit amount if such is required by the purchase and sale agreement.

**2. Property Appraisal:**

The current appraised market value of the each property selected for acquisition shall be determined by means of an appraisal prepared by a licenced or certified Florida appraiser. Appraisals shall, at minimum, be prepared according to the guidance provided herein as Exhibit B. The Municipality shall provide HCD copies of appraisals for properties selected for acquisition.

The services of the appraiser retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. It is the Municipality's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services. Should HCD have a contract for these services already in place, then the Municipality may request HCD to obtain these services for properties to be acquired. Costs incurred by HCD for these services shall be charged to the budget made available under this Agreement.

**3. URA Requirements:**

The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). The acquisition of properties under this Agreement shall be voluntary acquisitions as defined by URA. To comply with URA, the Municipality shall provide each seller the General Information Notice included herein as Exhibit C at the earliest opportunity after the information needed to complete such notice becomes available. The Municipality shall provide HCD documentation evidencing the manner by which this notice was delivered and the date of delivery (e.g. certified mail, return receipt requested).

**4. Year Built :**

The Municipality shall determine the "year built" for each property selected for acquisition. The source for the "year built" information shall be the Palm Beach County Property Appraiser web address at <http://www.co.palm-beach.fl.us/papa/index.htm>. The Municipality shall provide HCD with a print out of the "year built" information obtained from this web address. Should the "year built" information not be available at this web address, then the Municipality shall provide HCD documentation evidencing the "year built" from the building department with jurisdiction over the property selected for acquisition, or from any other source acceptable to HCD.

**5. Environmental Review:**

The Municipality agrees to comply with the requirements of 24 CFR Part 58 relating to the completion of an environmental review for each property to be acquired under this Agreement. The Municipality shall complete an Environmental Review Checklist Request form, provided herein as Exhibit D, for each property selected for acquisition/rehabilitation and shall submit such form to HCD. Upon receipt of the Environmental Review Checklist provided to it by HCD in response to its request, the Municipality shall comply with all matters brought to its attention by HCD as a precondition to proceeding with the acquisition/rehabilitation. The Municipality understands that the County at its sole discretion may, as a result of such environmental review, modify, or cancel the intended acquisition.

**6. Lead-based Paint**

Each property selected for acquisition/rehabilitation that was built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. An EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor shall perform a surface-by-surface investigation (of all interior and exterior painted, stained, varnished or shellacked surfaces, regardless of whether or not such surfaces will be disturbed in course of rehabilitation) in order to determine the presence of lead-based paint, and if found, shall perform a risk assessment. All activities associated with lead-based paint, including but not limited to inspection, risk assessment, abatement, and clearance testing, shall comply with:

- a. U.S. Department of Housing and Urban Development regulations (24 CFR Part 570).
- b. U.S. Department of Housing and Urban Development regulations (24 CFR Part 35).
- c. HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.
- d. U.S. Environment Protection Agency regulations (40 CFR Part 745).
- e. U.S. Environment Protection Agency regulations (40 CFR Part 61).

The Municipality shall pay particular attention to the requirements at 24 CFR Part 35, Subpart K, in connection with the acquisition of residential properties, and to 24 CFR Part 35, Subpart J, in connection with the rehabilitation of residential properties.

The Municipality shall provide HCD a report containing the results of the inspection and risk assessment. The findings of the report shall be used by the Municipality in assessing the feasibility of acquiring and rehabilitating the property.

The services of the lead-based paint inspector/risk assessor retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. It is the Municipality's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services. Should HCD have a contract for these services already in place, then the Municipality may request HCD to obtain these services for properties to be acquired. Costs incurred by HCD for these services shall be charged to the budget made available under this Agreement.

NOTE: The Municipality shall in connection with properties it has acquired under this Agreement, and according to applicable laws and regulations, disclose to renters and purchasers the presence of any lead-based paint present in such properties at the time of rental or purchase.

**7. Asbestos Requirements:**

The Municipality shall inspect each property to be acquired and rehabilitated for asbestos containing materials. Inspections shall be performed by Florida licensed asbestos consultants. The Municipality shall abate any asbestos containing materials, if found, that will be disturbed in the process of rehabilitation as further addressed in this Agreement.

The Municipality shall provide HCD a copy of the report containing the results of the asbestos inspection. The findings of the report shall be used by the Municipality in assessing the feasibility of acquiring and rehabilitating the property.

The services of the asbestos consultant retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. It is the Municipality's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services. Should the County have a contract for these services already in place, then the Municipality may request HCD to obtain these services for properties to be acquired. Costs incurred by HCD for these services shall be charged to the budget made available under this Agreement.

**8. Property Inspection:**

The Municipality is encouraged to acquire properties needing the least amount of rehabilitation. The Municipality shall utilize an "Inspector" to inspect each property to be acquired and rehabilitated in order to establish the extent of construction work necessary to bring the property into compliance with the rehabilitation standards provided herein as Exhibit E and those described elsewhere in this Agreement. The Municipality shall use the cost of the anticipated rehabilitation in assessing the feasibility of acquiring and rehabilitating the property. The cost of rehabilitating the property shall include the sum of the below items referred to herein as the "Rehabilitation Cost":

- a. The cost of construction,
- b. The cost of lead-based paint abatement,
- c. The cost of asbestos abatement,
- d. The cost of construction related improvements to the property in order to comply with the requirements of the environmental review,
- e. A construction contingency allowance as specified herein, and
- f. The cost of termite treatment (extermination of wood destroying organisms).

When determining the feasibility of acquiring and rehabilitating the property, the Municipality shall consider the limits of funding made available under this Agreement to undertake the rehabilitation work. The Rehabilitation Cost of multi-family and attached residential units shall not exceed \$15,000 per dwelling unit.

**E. CLOSING REQUIREMENTS:****1. Request for Acquisition Funding:**

Upon completing the above, the Municipality must request from HCD the Property's Acquisition Funding (see below). The Municipality shall provide HCD with a copy of the unsigned closing statement and an owner's title insurance policy commitment. As a condition for HCD's release of acquisition funding, the Municipality shall require the seller, at or before closing, to remedy title defects identified by HCD that are revealed in said commitment, and the seller shall be responsible for any costs associated with perfecting the seller's title to the property.

For the purposes of this Agreement, the "Property's Acquisition Funding" shall consist of: the deposit amount, if any, paid by the Municipality, the balance of the purchase price of the property (that is the purchase price less the deposit amount) and any adjustments thereto (either upwards or downwards) resulting from the computation of closing costs, provided however, that Property's Acquisition Funding shall not include any costs regarded by HCD, as carrying costs in connection with properties to be acquired then resold, nor any costs regarded by HCD as operating costs in connection with properties to be acquired then rented. Nevertheless, the Municipality may include in the proposed closing statement an activity deliver fee payable to the Municipality for \$2,500 per dwelling unit for single family detached homes or townhouses, or an activity deliver fee payable to the Municipality for \$1,500 per dwelling unit for multi-family and attached residential units.

The County shall in response to the Municipality's request for the Property's Acquisition Funding and the receipt of the above stated items, issue to the Director of HCD, for safekeeping until the closing, two checks as follows:

- a. One check payable to the Municipality in the amount of the deposit paid by the Municipality, as a reimbursement to the Municipality, and
- b. One check payable to the seller for the Property's Acquisition Funding less the deposit amount.

Alternatively, should the closing agent require the release of the above funds by wire transfer, then the County shall make the necessary arrangements to do so.

**2. Property Insurance:**

The Municipality shall pay all costs associated with the property insurance coverages specified below. The Municipality shall, at or before the closing, provide HCD documentation evidencing that the Municipality shall have the below described insurance coverages in place for the property to be acquired. Applicable insurance coverages shall take effect on the closing date.

The Municipality agrees to maintain, for the period of the declaration of restrictions:

- a. All-Risk Property insurance for the full replacement value of the property, including betterments and improvements made by the Municipality with NSP funds,
- b. Windstorm insurance, unless included as a covered peril in the property insurance, for the full replacement value of the property, including betterments and improvements made by the Municipality with NSP funds; or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less, and
- c. Flood insurance, if the property is located in a specified flood zone as determine under NSP, for the maximum amount available from the National Flood Insurance Program.

The Municipality agrees to be fully responsible for any deductible or self-insured retention, and agrees to name the County as a Loss Payee/Mortgagee on each policy as their interest may appear.

The Municipality shall provide the County within 10 working days after the closing with a certificate of property, windstorm, and flood insurance as specified above, which certificate shall include the loss payee/mortgagee endorsement.

Failure to obtain and maintain the above described insurance shall be considered as an event of default under the Declaration of Restrictions. The requirements of this clause shall survive the expiration of this Agreement.

### **3. Acquisition Closing:**

HCD staff shall attend the closing for each property with the two checks provided to the Director of HCD. If the closing is successful, HCD shall release to the Municipality the check payable to the Municipality, and shall release the check payable to the seller to the closing agent for escrow and disbursement according to the closing statement. For properties to be acquired by the Municipality for resale, the Municipality shall, at the closing for such properties, execute a Declaration of Restrictions in favor of the County, which document is provided as Exhibit F and attached hereto. The Declaration of Restrictions shall be in first lien position.

The Municipality shall then cause these Declarations of Restrictions to be recorded in the public record of Palm Beach County along with the deed for the property. The Municipality shall assure that recording fees for the aforesaid documents are included in the closing statement. After the closing, the Municipality shall provide the County with:

- a. A copy of the recorded deed,
- b. A copy of the signed closing statement,
- c. A copy of the title insurance policy, and
- d. The original recorded Declaration of Restrictions.

## **F. INSPECTIONS AND WORK WRITE-UP PREPARATION:**

### **1. Inspector Services:**

The Municipality shall utilize an "Inspector" in connection with this Agreement. The Inspector shall either be a qualified employee of the Municipality, or be a qualified consultant under contract with the Municipality. If the Municipality utilizes an employee, the Municipality shall pay for the costs of such employee.

The "Inspector" shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Inspector shall at minimum perform inspections of residential structures for compliance with housing and building codes, determine the feasibility of undertaking rehabilitation, prepare construction specifications and cost estimates, review construction bids, inspect rehabilitation construction work in progress, and review and approve contractor payment requests.

The Inspector shall be able to review lead-based paint inspection and risk assessment reports and determine the actions to be taken to comply with federal lead-based paint regulations, maintain inspection records and reports, prepare change orders, initiate various notification letters and conduct necessary correspondence.

If the Municipality utilizes an employee as an Inspector, the Municipality shall pay for the costs of such employee. Otherwise, the services of the Inspector retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. It is the Municipality's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services.



**2. Work Write-up Preparation:**

The Inspector shall prepare a work write-up for the rehabilitation project. The work write-up shall contain a detailed list of construction specifications the execution of which will correct the deficiencies at the property and will upgrade the property to the extent practicable and feasible to applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). The work write-up shall also contain items to address lead-based paint remediation, asbestos remediation, hurricane protection, energy efficiency and conservation, and ones that are intended for the removal of architectural barriers, as well as any construction related improvements to the property in order to comply with the requirements of the environmental review.

- a. Code Related Items: The work write-up shall include work items that are intended to correct code violations, that is the correction of deficiencies at the property which are not in compliance with applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). These items shall also include compliance with any historic preservation requirements applicable to the property.
- b. Hurricane Protection Items: The work write-up shall include work items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible.
- c. Homeowner Association Requirements: Should the work write-up contain items that are also regulated by a homeowner association, then the work write-up shall address the requirements of the homeowner association for such items only, such as complying with color or style requirements for exterior building components, and obtaining homeowner association approval of building materials or exterior building components. In such instances the work write-up shall require the contractor to submit such for approval by the homeowner association prior to the commencement of the work.
- d. Rehabilitation/Demolition of Unpermitted Enclosures and Additions: The work write-up shall provide for the improvement of existing un-permitted additions and enclosures such that they comply with applicable codes if feasible and practical, and within the funding limits. Un-permitted additions and enclosures that are not feasible or practical to improve as part of the rehabilitation process, and within the funding limits, shall be demolished.
- e. Lead-Based Paint Remediation: If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence of lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:
  - A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
  - A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
  - A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
  - A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

The work write-up shall include items that achieve the remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve the remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard, as well as items that address the remediation of dust and soil lead hazards. Lead-based paint remediation shall be undertaken using the "abatement" method which shall be performed by appropriately certified persons.

The work write-up may also include items that achieve the remediation of surfaces which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Municipality's option. The inclusion of such optional items may be intended to achieve a lead free house.

The items in the work write-up for abatement shall specify the scope of the hazard reduction activity, the compliance requirements, the qualifications to perform the work, and shall require an occupant protection plan, clearance testing, and an abatement report.

**G. BIDDING AND BID EVALUATION:**

**1. The Bid Process:**

Bids for the work detailed in the work write-up shall be solicited (on an itemized basis) by the Municipality and procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. All rehabilitation work items for each property shall be procured together and included in one solicitation and one contract. It is the Municipality's responsibility to assure that the procurement requirements have been met before obligating itself to a contract for such services. The Municipality shall procure construction services from duly licenced contractors, and for projects requiring lead-based paint abatement, the rehabilitation contractor submitting a bid must be, or must hire, a certified lead-based paint abatement contractor as a subcontractor. The Municipality shall determine the insurance and warranty requirements to be met by such contractors.

The bid documents to be used for this purpose shall identify the address, property owner, and property owner contact information for the property to be rehabilitated, shall require bidders to visit the property, and shall specify the location, date, and time by which bids must be submitted. The bid documents shall specify the number of days after bid opening that bids are to remain valid. The bid documents shall contain provisions for addressing inconsistencies, interpretations, and supplemental instructions, as well as provisions for the modification, withdrawal, rejection, and award of bids. The bid documents shall contain the warranty and release of liens requirements as well as the insurance requirements for both the contractor and the lead-based paint abatement contractor (or subcontractor). The bid documents shall contain the Federal requirements applicable to projects funded hereunder.

The Municipality shall require contractors to submit sealed bids (when applicable) for the work contained in the work write-up after visiting the property to acquaint themselves with existing conditions. The Municipality shall only accept bids up to a pre-specified date and time after which such bids shall be opened at the Municipality's offices. Bid openings shall be open to bidders and the general public. At the bid opening the Municipality's designated employees shall open the bids and announce total amounts bid. The announced totals shall be recorded on a bid spreadsheet showing each bidder's name and total amount bid as announced.

After all bids are opened and announced the Municipality shall calculate the sum of all the individual items contained in each bid to check for discrepancies between such sum and the amount read at the bid opening. Where a discrepancy exists in a bid between the true and correct sum of itemized costs and the total announced at the bid opening, the true and correct mathematical sum of itemized costs shall prevail and the bid spreadsheet shall be noted accordingly.

Upon close examination of all bids, the Municipality shall make a determination on the apparent lowest responsive responsible bidder that best meets the terms, conditions, and specifications of the bid and that will result in the best interest of the Municipality and the County.

The Municipality shall evaluate the lowest bid to establish whether the total bid is within the funding limit, and shall consider contributing to the project any funds needed for the project above the funding limit.

The Municipality shall recommend funding to HCD for the lowest responsive responsible bidder.

**2. Federal Requirements:**

Prior to soliciting bids, the Municipality shall obtain from the County, and include in its bid documents the applicable Federal requirements for the project being bid, which shall include the applicable Davis-Bacon wage decision, if any, for the project. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon and Related Acts (DBRA) in its construction bid solicitation and contract.

**3. Bid Guarantees and Bonds:**

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts and subcontracts exceeding \$100,000.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Each bid submitted to the Municipality shall be accompanied by a certified check, cashiers check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the Municipality as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the Municipality.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

When the successful bidder delivers the executed agreement to the Municipality, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

**4. Projects with Lead-Based Paint Abatement:**

For projects requiring lead-based paint abatement, the bid documents shall specify that the Municipality shall pay for the first clearance test to be undertaken in connection with the abatement for a project, and shall specify that the contractor shall be responsible for the cost of all subsequent clearance tests to be obtained by the Municipality for that project. The bid documents shall indicate that the cost of all clearance tests obtained by the Municipality and required for a project after the initial clearance test, shall be deducted from the contractor's payment.

**5. Section 3 Requirements:**

The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. The Section 3 requirements are contained in Exhibit G attached hereto. 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. 170 1u (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.

**6. Projects with Asbestos Abatement:**

Should the inspection of the property reveal the presence of any asbestos containing materials that require abatement in the opinion of the County, then the Municipality shall comply with all applicable requirements contained in Exhibit H, attached hereto, as well as any directives from the County regarding such abatement. All asbestos abatement work shall be performed by Florida licensed asbestos abatement contractors, and required by the County, shall be monitored by Florida licensed asbestos consultants. The Municipality shall comply with the requirements of the County's Risk Management Department in connection with all asbestos abatement work. If feasible in HCD's opinion, the Municipality shall include the asbestos abatement work in the bid and contract for construction, otherwise such work shall be procured separately by the Municipality. The services of the asbestos abatement contractor (including those of a Florida licenced asbestos consultant to monitor the abatement when such is required) shall be procured by the Municipality in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. It is the Municipality's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services. Should the County have a contract for these services already in place, then the Municipality may request HCD to obtain these services for properties to be abated. Costs incurred by HCD for these services shall be charged to the budget made available under this Agreement.

NOTE: The Municipality shall in connection with properties it has acquired under this Agreement, and according to applicable laws and regulations, disclose to renters and purchasers the presence of any asbestos containing materials present in such properties at the time of rental or purchase.

**7. HCD Bid Solicitation Approval**

The Municipality shall submit the bid documents for the rehabilitation of each property to HCD for review and approval prior to soliciting pricing from contractors. The Municipality shall also obtain HCD approval for all bid addenda to be issued to bidders by the Municipality.

**8. Termite Treatment:**

The bidding process shall also include obtaining bids for treatment of termites and other wood destroying organisms (extermination) where such infestation is found at properties to be rehabilitated in connection with this Agreement.

The services of companies licenced in Florida to treat such termites shall be procured by the Municipality in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. It is the Municipality's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services.

**H. CONSTRUCTION CONTRACT AWARD APPROVAL:**

The Municipality shall request HCD's approval to award the rehabilitation construction contract to the successful contractor. The Municipality's request shall contain the following:

- a. Provide a bid summary sheet,
- b. Identify the entity to whom you recommend contract award,
- c. State the contract amount that you recommend (note: the contract amount to be recommended shall include the bid amount plus a construction contingency amount not to exceed ten percent (10%) of the bid amount),
- d. State whether any bids were rejected and why,
- e. State whether any bid protests were filed and how such protests were addressed (for formal bids),

- f. Provide a copy of the recommended contractor's bid bond (when applicable),
- g. Provide a copy of your newspaper advertisement (when applicable), and
- h. Provide a copy of the forms included in our "Requirements for Federally Funded Projects" fully executed by the recommended contractor (Certification of Nonsegregated facilities, Certification of Eligibility of General Contractor, Noncollusion Affidavit of Prime Bidder, Anti-kickback Affidavit),

Upon receipt of HCD approval to award a construction contract, the Municipality shall enter into a contract with the approved contractor. Such contract shall be in the amount of the bid plus a construction contingency amount not to exceed ten percent (10%) of the bid amount (provided that the funding limits per unit established herein are not exceeded), and the contract shall contain a clause that requires the Municipality's written approval to use the allocated contingency funds. The Municipality shall in turn obtain HCD approval for the use of any contingency funds.

**I. REHABILITATION CONSTRUCTION:**

The Inspector shall inspect the work in progress being performed by the contractor and review and approve all construction draws made against the contract. A minimum five percent (5%) retainage shall be applied to each progress draw, with the accumulated retainage amount released in conjunction with final payment to the contractor upon satisfactory completion of the project, provided however that the Municipality not release such retainages on projects affected by DBRA until the Municipality has obtained approval from HCD to do so whereby the contractor and subcontractors have complied with DBRA requirements. Upon completion of the work, the Municipality shall ensure that all work by the contractor and subcontractors has been approved by the building department with jurisdiction over the project, and that the necessary permit approvals have been obtained.

The final payment shall be subject to the Municipality's receipt of the following from the contractor:

- a. Original building permits with Bldg. Dept. final approval, and Certificate of Completion or Certificate of Occupancy.
- b. Original contractor's roof nailing affidavit.
- c. Original contractor's warranty showing the final inspection date/warranty start date.
- d. Original contractor's release of lien (with all subcontractors listed).
- e. Original subcontractors' releases of lien for subcontractors with Notices to Owner.
- f. Original abatement report for projects with lead-based paint or asbestos abatement.
- g. Required product approvals.
- h. Manufacturers' warranties for equipment and appliances.

The Municipality shall pay the contractor for completed work contained in the construction contract, as approved by HCD, and request HCD for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

In connection with the first draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:

- a. A copy of the executed construction contract.
- b. A copy of the occupant protection plan for projects requiring lead-based paint abatement.
- c. A copy of the contractor's payment request approved by the Inspector which shows the work items approved for payment and their costs, and which provides an accounting of the contract amount, approved contingency allowances, retainages, payments to date, deductions and a computation of the approved payment.
- d. A copy of the check tendered in payment by the Municipality.
- e. A reimbursement request letter as required on Page 2 of this Agreement.

In connection with interim draws for each construction contract that are requested for reimbursement, the Municipality shall provide the following:

- a. A copy of the contractor's payment request as specified above.
- b. A copy of the check tendered in payment by the Municipality.
- c. A reimbursement request letter as required on Page 2 of this Agreement.

In connection with the final draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:

- a. A copy of the contractor's roof nailing affidavit.
- b. A copy of the contractor's release of lien.
- c. A copy of the clearance test report for projects requiring lead-based paint abatement where such report shows a "pass" on the report.
- d. A copy of the abatement report(s).
- e. A copy of the contractor's payment request as specified above.
- f. A copy of the check tendered in payment by the Municipality.
- g. A reimbursement request letter as required on Page 2 of this Agreement.

Extermination, if necessary, shall be carried out after completion of construction. The Municipality shall inspect the extermination work and review and approve the payment for such services. The Municipality shall pay for the completed extermination work that is contained in the contract for exterminating services and request HCD for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

Furthermore, in connection with the extermination services that are requested for reimbursement, the Municipality shall provide the following:

- a. A copy of the executed contract for exterminating services.
- b. A copy of the company's invoice.
- c. A copy of the check tendered in payment by the Municipality.
- d. A reimbursement request letter as required on Page 2 of this Agreement.

**J. PRE-RESALE CONVERSION OF PROPERTIES:**

The parties recognize that in order to enable the sale of the multi-family units acquired by the Municipality as individual units, it may be necessary for the Municipality to meet applicable codes and ordinances that would enable the conversion of the property from one under the ownership of a single entity to one that contains distinct units that may be sold individually as townhouses. The Municipality may, at any time after acquisition, and prior to disposition of the property, undertake such conversion process which entails surveying, platting, and the creation of a homeowners association for the governance of any common elements at the property. Conversion Costs that are regarded eligible under this Agreement include survey costs, platting costs, platting filing fees, and costs for the establishment of a homeowners association and associated filing fees.

**K. RESALE OF PROPERTIES ACQUIRED FOR OWNER OCCUPANTS:**

For properties acquired by the Municipality for resale, the Municipality shall market the availability of such properties to persons likely to meet the definition of Middle Income Households and Very-Low Income Households. The Municipality shall sell these properties to homeowners according to the income level associated with each property as established herein.

**1. The Sale Price and HCD Approval:**

The Municipality shall sell each dwelling unit at a "Sale Price" which shall be at or below the Maximum Sale Price which is defined as the sum of:

- a. The amount expended for Property's Acquisition Funding,
- b. The amount expended for the Rehabilitation Cost less unexpended construction contingencies,
- c. The amount expended for Conversion Costs,
- d. Carrying costs such as insurance, taxes, and any other costs determined by HCD to be eligible carrying costs,
- e. Property maintenance and upkeep while the property is in the ownership of the Municipality (provided that such expenditures do not add to the permanent value of the property or prolong its intended life), and
- f. Costs related to the sale of the property as deemed acceptable to HCD.

Provided however, that the Sale Price not be below the Minimum Sale Price which is defined as seventy-five percent (75%) of the purchase price in the purchase and sale agreement for the property, as approved by HCD.

(Note: if the property is a multi-family property, then the above amounts shall be prorated to arrive at an amount associated with each dwelling unit.)

The Municipality shall obtain HCD approval of the Sale Price of each dwelling unit acquired by the Municipality for resale.

**2. Income Verification and Affordability Review of Prospective Homeowner:**

The Municipality shall cause each prospective purchaser of each dwelling unit intended for resale to apply to the County in order to be income qualified at the income level associated with the desired dwelling unit. The Municipality 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.

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 Municipality of prospective purchasers who are approved by HCD. 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 has not closed on the acquisition of the desired dwelling unit.

**3. Mandatory Counseling:**

Prior to closing, each prospective purchaser shall attend the required housing counseling classes given by a counseling agency identified by HCD. The prospective purchaser must obtain a certificate evidencing that the prospective purchaser has successfully completed such classes as a pre-condition to being authorized to close. A copy of such certificate shall be provided to HCD.

**4. Facilitation of Resale by HCD and Closing Requirements:**

In order to facilitate the resale of dwelling units acquired by the Municipality, HCD shall cooperate with the Municipality to establish the Sale Price at an amount that is affordable to the prospective purchaser. To that end, HCD will consider approving a Sale Price that is at an amount within the above established range, and that is also less than the appraised value of the dwelling unit at the time of resale and/or less than the amount of NSP funds expended by HCD for the acquisition and rehabilitation of the dwelling unit. Positioning the Sale Price at an amount less than the appraised value of the dwelling unit at the time of resale and/or less than the amount of NSP funds expended by HCD for the acquisition and rehabilitation of the dwelling unit creates a purchase subsidy to the prospective purchaser. If a sale occurs according to the above described scenario, the purchase subsidy shall be secured by the below described Mortgage and Restrictive Covenants. The purchase subsidy shall be computed as the difference between the Sale Price and the lesser of the appraised value of the dwelling unit at the time of resale or the amount of NSP funds expended by HCD for the acquisition and rehabilitation of the dwelling unit.

The Municipality shall, at the closing, cause each HCD approved prospective purchaser to execute a Mortgage and Restrictive Covenants, included herein as Exhibit I. In exchange for the receipt of said Mortgage and Restrictive Covenants the County shall release the Declaration of Restrictions encumbering the dwelling unit. The release of the restrictions created by the Declaration of Restrictions shall be accomplished by means of the execution and delivery at closing of a Release of Restrictions, included herein as Exhibit J. 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 County recognizes that the such approved prospective purchasers may seek funding for the purchase of the dwelling unit, and that such funding is anticipated to be secured by mortgage instrument(s) to be held by an independent institutional mortgage lender(s). During the term of this Agreement, should such proposed independent institutional mortgage holder request that its mortgage be held in a superior position to the County's interest in the dwelling unit as established through the aforesaid Mortgage and Restrictive Covenants, the Municipality shall request the County in writing on behalf of the approved prospective purchaser to, concurrent with the release of its interest in such Declaration of Restrictions, accept the aforesaid Mortgage and Restrictive Covenants in a subordinate position to that of the independent institutional mortgage holder.

The Municipality 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.

**5. Program Income:**

The Municipality shall comply with the program income requirement imposed by HERA and NSP in connection with the sale of the property. In general, the net proceeds of the sale less the Municipality's reasonable carrying costs are program income, and shall be paid to the County.

**II. THE COUNTY AGREES TO:**

- A. Provide funding for the above described acquisition and rehabilitation activities during the term of this Agreement, in the amount of \$750,000.
- B. Provide project administration and inspection to the Municipality to ensure compliance with 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 scheduled or unscheduled as determined by HCD, be conducted by HCD staff or its contractor, and will serve to ensure compliance with 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.



**EXHIBIT B****GUIDANCE ON NSP APPRAISALS**

Acquisitions financed with NSP grant funds are subject to the URA, and its implementing regulations at 49 CFR Part 24, and the requirements set forth in the NSP Notice that was published in the Federal Register on October 6, 2008. HUD anticipates that most of these transactions will qualify as voluntary acquisitions under the applicable regulations of 49 CFR 24.101(b). The URA regulations do not specifically require appraisals in connection with voluntary acquisitions under 49 CFR 24.101(b). However, the NSP Notice requires appraisals to be performed with respect to the NSP funded acquisition of foreclosed upon homes and residential properties, even though they may be considered voluntary under the URA. In those cases, the URA appraisal requirements of 49 CFR 24.103 must be met. The following guidance on appraisals pertains to acquisitions of foreclosed upon homes and residential properties which meet the applicable voluntary acquisition requirements of 49 CFR 24.101(b) and reflects applicable URA requirements and the NSP requirements, including the URA appraisal requirements of 49 CFR 24.103.

1. The NSP grantee must ensure that the owner is informed in writing of what the grantee believes to be the market value of the property; and that the NSP grantee will not acquire the property if negotiations fail to result in an amicable agreement (see 49 CFR 24.101(b)(1) & (b)(2)).
2. If NSP funds are to be used to acquire a foreclosed upon home or residential property (other than through donation), the grantee must ensure that the purchase price includes a discount from the value established by an appraisal that meets the following requirements:
  - a. The appraisal must have been completed within 60 days of the offer made for the property (an initial offer can be made, subject to the completion of the appraisal within 60 days of a final offer).
  - b. The appraisal must meet the URA definition of an appraisal (see 49 CFR 24.2(a)(3) and the five following requirements (see 49 CFR 24.103(a)(2)):
    - i. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
    - ii. All relevant and reliable approaches to value. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
    - iii. A description of comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
    - iv. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of damages and benefits, if any, to the remaining real property, where appropriate.
    - v. The effective date of valuation, date of appraisal, signature and certification of the appraiser.
  - c. The appraiser shall disregard any increase or decrease in the fair market value of the real property caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.
  - d. If the owner of a real property improvement is permitted to retain it for removal from the project site, the amount to be offered for the interest in the real property to be acquired shall not be less than the difference between the amount determined to be just compensation for the owner's entire interest in the real property and the salvage value (defined at §24.2(a)(24)) of the retained improvement.

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3. The NSP grantee has a legitimate role in contributing to the appraisal process, especially in developing the scope of work and defining the appraisal problem. The scope of work and development of an appraisal under these requirements depends on the complexity of the appraisal problem. HUD's guide to preparing an appraisal scope of work under the URA is available in HUD Handbook 1378 - Appendix 19.
4. The NSP grantee shall establish criteria for determining the minimum qualifications and competency of appraisers. Qualifications shall be consistent with the scope of work for the assignment. The NSP grantee shall review the experience, education, training, certification/licensing, designation(s) and other qualifications of appraisers, and use only those determined by the NSP grantee to be qualified.
5. If the NSP grantee uses a contract (fee) appraiser to perform the appraisal, such appraiser shall be State licensed or certified in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 *et seq.*).

**EXHIBIT C**

**URA REQUIREMENT**  
**FOR NSP VOLUNTARY ACQUISITION OF FORECLOSED PROPERTY**

(...on Municipality letterhead...)

(...date...)

(...seller address...)

Subject: General Information Notice

Dear \_\_\_\_\_:

\_\_\_\_\_Municipality's name\_\_\_\_\_, is interested in acquiring property you own at \_\_\_\_\_(address)\_\_\_\_\_ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program (NSP).

Please be advised that \_\_\_\_\_Municipality's name\_\_\_\_\_ does not have authority to acquire your property by eminent domain. In the event we cannot reach an amicable agreement for the purchase of your property, we will not pursue this proposed acquisition.

The subject property is listed for purchase at \$\_\_\_\_\_. We currently believe \$\_\_\_\_\_ to be the market value of the property. Under the NSP, we are required to purchase foreclosed property at a discount from its current market appraised value. Depending on the results of our appraisal, our purchase offer may differ from the amounts noted above.

Please contact us at your convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance. A tenant-occupant who moves as a result of a voluntary acquisition for a federally-assisted project may be eligible for relocation assistance. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state, and local law. If your property is currently tenant-occupied or a tenant lawfully occupied your property on or after \_\_\_\_\_(date of NSP agreement between Municipality and County)\_\_\_\_\_ we need to know immediately. Further, you should not order current occupant(s) to move, or fail to renew a lease, in order to sell the property to us as vacant.

If you have any questions about this notice or the proposed project, please contact \_\_\_\_\_(name)\_\_\_\_\_, \_\_\_\_\_(title)\_\_\_\_\_, at \_\_\_\_\_(address)\_\_\_\_\_, or by telephone at \_\_\_\_\_(phone number)\_\_\_\_\_.

Sincerely,

**EXHIBIT D**

**ENVIRONMENTAL REVIEW CHECKLIST REQUEST**

**DATE:** \_\_\_\_\_

**TO:** Elena Escovar, Manager, Planning Section  
Housing and Community Development

**FROM:** Name \_\_\_\_\_

**RE:** NSP Residential Redevelopment Program  
Environmental Review Checklist Request

This is to request an Environmental Review checklist for the below identified rehabilitation project under the 2005 Disaster Recovery Initiative Program:

Property Owner(s):			
Property Address:			
Property Control No:			
Property is:	<input type="checkbox"/> Owner occupied	<input type="checkbox"/> Tenant occupied	<input type="checkbox"/> Vacant
Number of Units:		Year Built:	(See below)

**Attachment:** Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form.

If the property was built more than 50 years ago: Complete the Rehabilitation Justification and Historical Background Information below.

**REHABILITATION JUSTIFICATION  
AND  
HISTORICAL BACKGROUND INFORMATION**

For structures built more than 50 years ago:

1. Provide a detailed justification for the rehabilitation of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Provide information on any historical events or individuals known to be associated with the above stated property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings: \_\_\_\_\_

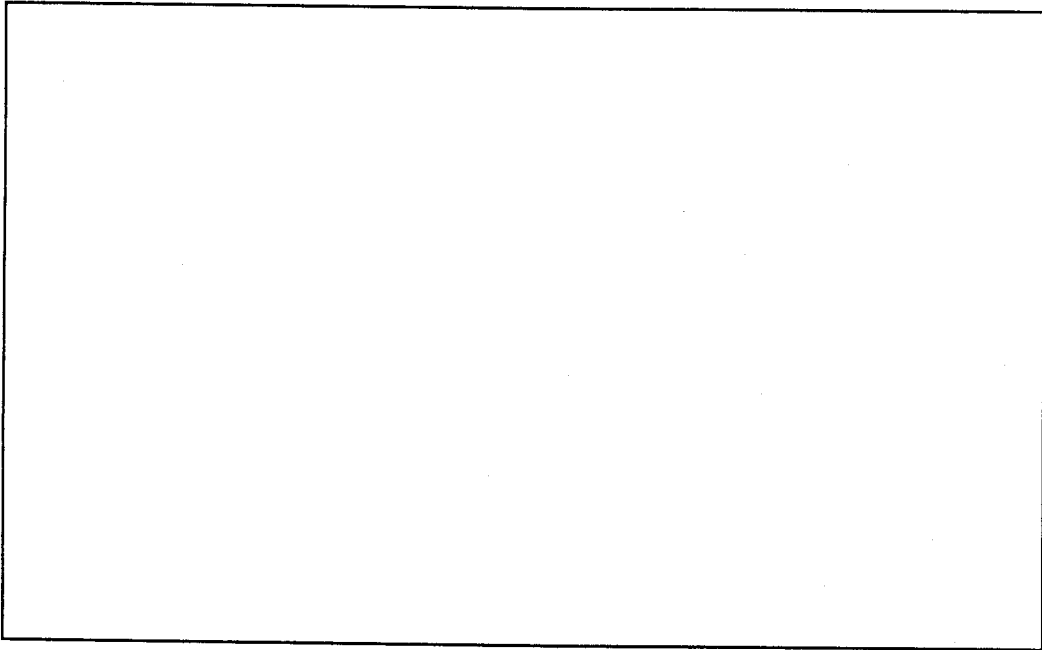
\_\_\_\_\_

\_\_\_\_\_

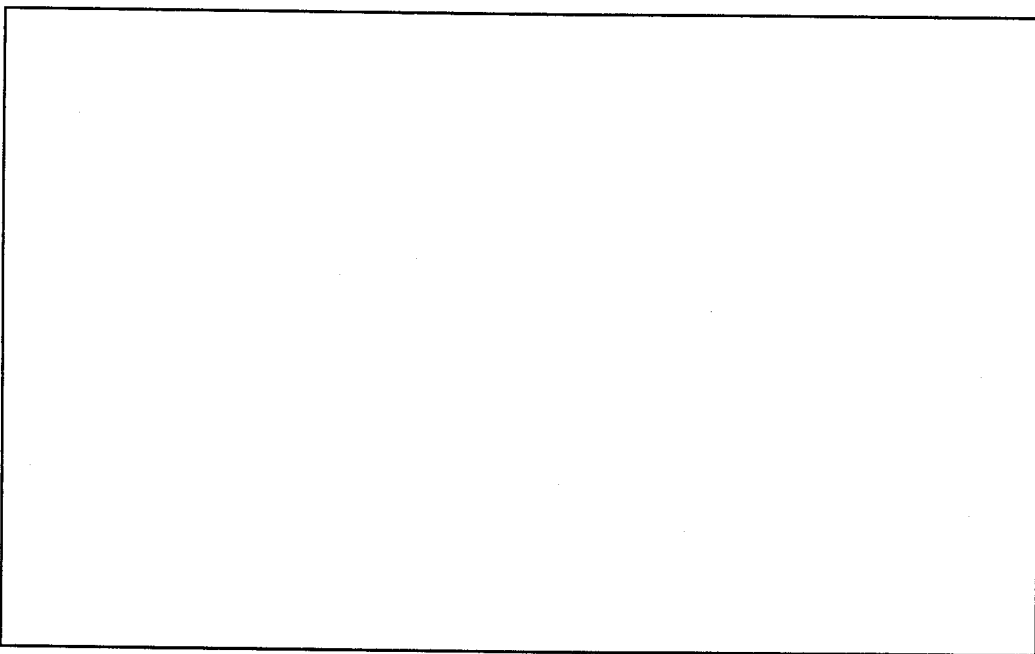
\_\_\_\_\_

PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	
PHOTO DATE:	



**FRONT VIEW**



**SIDE VIEW**

EXHIBIT EREHABILITATION STANDARDS

Rehabilitation of residential property funded through this Agreement shall, to the extent necessary, comply with applicable laws, codes, and other requirements relating to housing safety, quality, and habitability. All rehabilitation undertaken must be consistent with existing County CDBG rehabilitation policies except that household income requirements contained in these policies are superceded by those contained in this Agreement. All rehabilitation undertaken in connection with this Agreement shall upgrade properties to ensure compliance with applicable municipal, county and state housing and building standards to the extent that the repairs performed are practical and feasible. Rehabilitation may also include improvements to increase the energy efficiency or conservation of such properties or to provide a renewable energy source or sources for such properties.

Code, health and safety violations include (but are not limited to): non-functional plumbing, roof replacement, mold remediation, faulty electrical system, failing septic system, missing exterior doors and windows, structural defects, failing foundations due to termites and/or termite damage.

HCD will only replace code related items (in lieu of repair) if the items are either missing or deemed inoperable and beyond repair. Where applicable, installation costs are eligible under NSP, if grant funding has been set aside to replace that item. In cases where appliances, fixtures and the like must be replaced, it is required that those items be replaced with energy efficient products. If appliances, fixtures and the like are in satisfactory working condition, those items cannot be replaced. Remodeling is not an eligible use of NSP grant awards. Only those approved items are eligible for repair and/or replacement. A rehabilitation contract shall list all repairs that are to be made and shall be executed by the Municipality and the contractor prior to the use of NSP funds.

**EXAMPLES OF ELIGIBLE REHABILITATION ITEMS:**

- Replacement of deteriorated roofing systems
- Broken water pipes
- Water leaks in walls or foundation
- Interior and exterior door replacement including hardware
- Bathroom rehabilitation to include repair/replacement of bathroom fixtures
- Garage door repair/replacement
- Windows and window fixtures replacement including screens
- Inoperable hot water heater
- Drywall replacement/repair
- Inoperable exterior doors and windows
- Replacement of missing or inoperable hurricane shutters
- Electrical repairs to include breaker panel upgrades and whole house rewiring
- Gas leaks
- Termite treatment
- Kitchen rehabilitation to include: wall repair, repair/replacement of missing or inoperable stove, refrigerator, sink, dishwasher, garbage disposal and cabinets
- Repair of cracked/dangerous driveway
- Repair/replace HVAC system
- Floor covering repair or replacement
- Insulation
- Repair deteriorated siding/stucco (to include interior and exterior painting where necessary)
- Repair of an existing sprinkler system and related items
- Repair of an existing screen and patio enclosures
- Repair of an existing fence
- Repair/replace light fixtures as required by code
- Accommodations in bedroom, bathroom and/or kitchen including removal of architectural barriers for persons with disabilities
- Repair of existing lawn sprinkler system when required by code
- Replace existing yard grass (sod) when required by code
- Any other repairs identified as being in violation of applicable housing and building codes threatening the life, health and safety of the residents or the general public

**EXHIBIT F**

**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, Village of Wellington, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 14000 Greenbriar Blvd., Wellington, FL 33414, (hereinafter referred to as "Municipality", which term as used in every instance herein shall include Municipality's successors and assigns), for the property described below, in consideration of funding in the amount of \_\_\_\_\_ 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:

**Legal Description**

**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 can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

2. In consideration of the County's grant for the purchase of the Property, as provided through a grant Agreement with the County dated April 1, 2010, the Municipality hereby covenants and agrees:

(a) To rehabilitate the Property (consisting of \_\_\_\_ ( ) dwelling units) upon its acquisition to render it suitable for occupancy, to the extend rehabilitation is necessary based on the condition of the Property,

(b) To, thereafter, sell \_\_\_\_\_ ( ) dwelling unit(s) at the Property to Middle Income Households (as defined herein) approved by the County in accord with the terms of the aforesaid Agreement no later than (120 day after closing), 2010,

*(AND/OR USE THE BELOW AS APPLICABLE)*

(b) To, thereafter, sell \_\_\_\_\_ ( ) dwelling unit(s) at the Property to Very-Low Income Households (as defined herein) approved by the County in accord with the terms of the aforesaid Agreement no later than (120 day after closing), 2010,

(c) To maintain the Property in a state of repair pursuant to applicable housing and building codes,

(d) To maintain insurance as required in the Agreement, and

(e) To comply with the provisions, terms, and conditions set forth herein.

For the purpose of this Declaration of Restrictions, a Middle Income Household shall be defined as a household whose income is at or below one hundred and twenty percent (120%) of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by the County at its sole discretion. *(AND/OR USE THE BELOW AS APPLICABLE)*

For the purpose of this Declaration of Restrictions, a Very-Low Income Household shall be defined as a household whose income is at or below fifty percent (50%) of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by the County at its sole discretion.

3. Should Municipality not sell the Property to a Middle Income Household by the above stated date, then the Municipality shall convey the Property back to the County or pay the County an amount equal to the current appraised value within 30 days of written demand by the County.

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

5. The Municipality shall pay, or cause to be paid, all taxes due while the Property is in its possession and/or in the possession of the County Approved Homeowners, and the Municipality 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. The Municipality shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Municipality 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 Municipality.

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

- (a) Failure of the Municipality 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 Municipality of its determination that the Municipality is in default of the terms of this Declaration of Restrictions, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration of Restrictions, 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 Municipality 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 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 Municipality fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration of Restrictions, the County shall have the right to file in court of competent jurisdiction an action for:

- (a) Forfeiture of all the Municipality's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration of Restrictions; and
- (b) Collection of due and unpaid real estate taxes, assessments, charges and penalties for which the Municipality is obligated to pay, or cause to be paid.

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 of Restrictions 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 Municipality shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration of Restrictions 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 of Restrictions 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 of Restrictions, the County shall first give the Municipality written notice of the default complained of which such notice shall be given to the Municipality at their address shown above. The Municipality shall then have ten (10) working days from the date such notice is given to cure or correct any default.

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

9. In the event of any litigation necessary to enforce the terms of this Declaration of Restrictions, the Municipality agrees to reimburse the County for attorneys' fees and costs associated with litigation.



**NSP1 - VILLAGE OF WELLINGTON**

10. The Municipality shall cause this Declaration of Restrictions to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Municipality shall provided it to the Director of Housing and Community Development Department, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness Name: Witness Signature:  <b>X</b> _____
Witness Name: Witness Signature:  <b>X</b> _____

**VILLAGE OF WELLINGTON**

By: Signature:  <b>X (DO NOT SIGN THIS EXHIBIT)</b> _____
---

(CORPORATE SEAL BELOW)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, 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 Public - State of Florida

(NOTARY SEAL ABOVE)

**EXHIBIT G****SECTION 3 REQUIREMENTS****PURPOSE**

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that employment and other economic opportunities generated through the use of federal funds (NSP/CDBG) shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low-and very-low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very-low-income persons.

**APPLICABILITY/COVERED PROJECTS**

Section 3 applies to training, employment, contracting, and other economic opportunities arising in connection with expenditure of NSP/CDBG funds. Covered projects that are funded in part or in whole with NSP/CDBG funds include contracts, subcontracts, and professional service agreements, awarded for:

- 1) construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards).
- 2) public construction which includes buildings or improvements regardless of ownership.

The above includes management and administrative jobs including architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups, and jobs directly related to administrative support of these activities, e.g. construction manager, relocation specialist, payroll clerk, etc.

Exclusions from the above are:

- 1) contracts awarded under HUD's procurement program which are governed by the Federal Acquisition Regulation System (48 CFR, Chapter 1).
- 2) contracts for the purchase of supplies and materials. However, whenever a contract for materials (or equipment) includes the installation, the contract constitutes a Section 3 covered project, and is consequently not excluded.

**DEFINITIONS****A. SUBRECIPIENT:**

For the purposes of Section 3, a subrecipient is any entity which receives NSP/CDBG funds from Palm Beach County Department of Housing and Community Development (HCD) for Section 3 covered projects including, but not limited to, any State, unit of local government, public housing authority, or other public body, public or private nonprofit organization, private agency or institution, Agency, builder, property manager, and community housing development organization.

**B. SECTION 3:**

Means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.1701u) (24CFR Part 135).

**C. SECTION 3 RESIDENT:**

Means:

- 1) a resident of public housing (24 CFR Part 963), or
- 2) a resident of Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County.

(Note: Information on income limits at 80% of median income for Palm Beach County, by household size, is available through HCD and provided in the accompanying chart. As this information is periodically revised by HUD, subrecipients shall assure that they have current information for use on their projects).

**D. SECTION 3 BUSINESS CONCERN:**

Means any entity which contracts to perform work generated by the expenditure of NSP/CDBG funds, which is a business entity formed in accordance with state law, and which is licensed under state, county, or municipal law to engage in the type of business activity for which it was formed. A Section 3 Business Concern is further defined as a business concern:

- 1) that is 51% or more owned by Section 3 Residents, or
- 2) whose permanent full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or who, within three years of the date of first employment with the business concern, were Section 3 Residents, or
- 3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the above two definitions.

**E. NEW HIRES:**

Means full-time employees for permanent, temporary or seasonal employment opportunities.

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**SUBRECIPIENT OBLIGATIONS**


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**A. DISCLOSURE OF APPLICABILITY:**

Subrecipients shall in every bid solicitation for every Section 3 covered project disclose to bidders the applicability of Section 3 to any such project and include the Section 3 clause shown below in its entirety in any such bid solicitation. Subrecipients may include further information on Section 3 in the bid solicitation documents, or indicate in such documents that Section 3 information is available at the Subrecipient offices for review by any bidder.

**B. SECTION 3 CLAUSE IN EVERY CONTRACT:**

Every contract awarded by Subrecipients for a Section 3 covered project shall include the following Section 3 clause in its entirety:

**Section 3 Clause:**

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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 the 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.
- 5) 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.
- 6) 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.

**C. SUBRECIPIENT GOALS:**

Subrecipients may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth for providing training, employment, and contracting opportunities to Section 3 Residents and Section Business Concerns. The numerical goals established below represent minimum numerical targets.

- 1) Training and Employment. Subrecipients and their contractors and subcontractors may demonstrate compliance with this requirement by committing to employ Section 3 Residents amounting to 30% of the aggregate number of new hires generated by Section 3 covered Projects.
- 2) Contracts. The numerical goals set forth below apply to contracts awarded in connection with all Section 3 covered activities. Subrecipients and their contractors and subcontractors may demonstrate compliance with the below requirements by committing to award to Section 3 Business Concerns:
  - At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
  - At least 3% of the total dollar amount of all other Section 3 covered contracts.

In the absence of evidence to the contrary, a subrecipient that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 preference requirements. In evaluating compliance, a subrecipient that has not met the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet these numerical goals. Such justification may include impediments encountered despite actions taken. A subrecipient may also indicate other economic opportunities, such as those listed below, which were provided in its efforts to comply with Section 3 and the requirements listed below.

**D. SUBRECIPIENT RESPONSIBILITIES:**

Each subrecipient has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

- 1) Implementing procedures designed to notify Section 3 Residents about training and employment opportunities generated by Section 3 Business Concerns about contracting opportunities generated by Section 3 covered assistance;
- 2) Notifying potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause set forth above in all solicitations and contracts.
- 3) Facilitating the training and employment of Section 3 Residents and the award of contracts to Section 3 Business Concerns by undertaking activities such as described in the Appendix to this document, as appropriate, to reach the goals set forth above. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 Residents and contract award to Section 3 Business Concerns that exceed those specified above.
- 4) Assisting and actively cooperating with the Assistant Secretary of HUD in obtaining the compliance of contractors and subcontractors with the requirements of Section 3, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- 5) Documenting actions taken to comply with the requirements set forth in this document, the results of actions taken, and impediments, if any.

**E. PREFERENCE FOR SECTION 3 RESIDENTS:**

Subrecipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 Residents in the order of priority provided below.

Priority consideration shall be given, where feasible to:

- 1) Section 3 Residents residing in the service area or neighborhood in which the Section covered project is located (collectively, referred to as category 1 residents); and
- 2) Participants in HUD Youthbuild programs (category 2 residents).
- 3) Where the Section 3 project is assisted under The Stewart B. McKenney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;
- 4) Other Section 3 Residents.

Subrecipients may at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the Section 3 covered project is located.

A Section 3 Resident seeking the preference in training and employment described above shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined above.

Nothing in the above shall be construed to require the employment of a Section 3 Resident who does not meet the qualifications of the position to be filled.

**E. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:**

Subrecipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided below.

Priority consideration shall be given, when feasible, to:

- 1) Section 3 Business Concerns that provide economic opportunities for Section 3 Residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 business);and
- 2) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3) Other Section 3 Business Concerns.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested that the business concern is a Section 3 Business Concern as defined above. A Section 3 Business Concern seeking a contract or subcontract shall submit evidence to the Subrecipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to reform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

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**PROVIDING OTHER ECONOMIC OPPORTUNITIES**

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In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a subrecipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards in connection with Section 3 covered assistance.

- 1) Other economic opportunities to train and employ Section 3 Residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; Section 3 Residents in management and maintenance positions within other housing developments; and hiring Section 3 Residents in part-time positions.
- 2) A subrecipient or contractor may provide economic opportunities to establish, stabilize or expand Section 3 Business Concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned business and use of procedures in 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A subrecipient contractor may employ these methods directly or may provide incentives to Non-Section 3 Businesses to utilize such methods to provide other economic opportunities to low-income persons.

A Section 3 joint venture means an association of business concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:

- 1) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- 2) Performs at least 25 percent of the work and its contractually entitled to compensation proportionate to its work.

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## **REPORTING REQUIREMENTS**

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Subrecipients shall submit the enclosed Section 3 Subrecipient Report for each contract or agreement funded in part or in whole through HCD. Said report shall accompany the final reimbursement request submitted by the subrecipient for each such contract or agreement. Furthermore, for each covered project, the subrecipient shall also submit a letter with the report that is submitted for the final reimbursement request of the last contract or agreement being funded for the project through HCD. The letter shall indicate what goals have been met by the subrecipient as required herein, and if not entirely met, the letter should demonstrate why it was not feasible to meet these goals, document actions taken to comply, the results of actions taken, and impediments, if any.

For example, a subrecipient is being funded for a certain project by HCD. The project includes an agreement with a consultant for services and a construction contract with a contractor. The consultant's work is completed first. The subrecipient would submit the above mentioned report for the consultant's agreement with the consultant's final reimbursement request. Then, when the construction contract is completed, the subrecipient would submit the report for the construction contract with the stated letter.

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## **COMPLAINTS**

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Complaints alleging noncompliance with Section 3 (24 CFR Part 135) may be filed with the Assistant Secretary of HUD, for Fair Housing and Equal Opportunity by any Section 3 Resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from Section 3 covered projects, or by a representative who is not a Section 3 Resident but who represents one or more Section 3 residents. Similarly complaints may be filed by any Section 3 Business Concern on behalf of itself, or as a representative of other Section 3 Business Concerns similarly situated, seeking contract opportunities generated from Section 3 covered projects, or by an individual representative of Section 3 Business Concerns. Where to file, time of filing, content of complaints, and other related matters are contained in the regulations et 24 CFR Part 135.

No subrecipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under the Section 3 regulations. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of the Section 3 regulations, including the conduct of any investigation, hearing or judicial proceeding arising thereunder. Nothing herein precludes a Section 3 Resident or Section 3 Business Concern from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

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## **APPENDIX**

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### **A. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS:**

- 1) Entering into "first sources" hiring agreements with organizations representing Section 3 Residents.
- 2) Sponsoring a HUD certified "Step-Up" employment and training program for Section 3 Residents.
- 3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 Residents in the building trades.
- 4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in 135.34) reside.
- 5) Advertising the training and employment positions by posting flyers (which identify the position to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other subrecipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.

- 6) Contacting resident councils, resident management corporations. Or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- 8) Arranging assistance in conducting job interviews and the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- 9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a subrecipient or contractor representative or representatives.
- 10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- 11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- 12) Consulting with State and local agencies administering training programs funded through TPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Residents for the HA's or contractor's training and employment positions.
- 13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 Business Concerns identified in part 135), that will undertake, on behalf of the HA, other subrecipients or contractor, the efforts to match eligible and qualified Section 3 Residents with the training and employment positions that the HA or contractor intends to fill.
- 15) For an HA, employing section residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and 905.201(a)(6).)
- 16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 Residents for future employment positions.
- 17) Undertaking job counseling, education and related programs in association with local educational institutions.
- 18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
- 19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 Residents to be trained or employed on the Section 3 covered assistance.
- 20) Coordinating plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

**B. EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESS CONCERNS:**

- 1) Utilizing procurement procedures for Section 3 Business Concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans.
- 2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 3) Contracting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 business which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- 4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

## NSP1 - VILLAGE OF WELLINGTON

- 5) Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitations or request for proposals.
- 6) Following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7) Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.
- 8) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 Business Concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 9) Advising section 3 business concerns as to where they may seek assistance in overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 10) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.
- 11) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.
- 12) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 13) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 14) Developing a list of eligible Section 3 Business Concerns.
- 15) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 16) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 Businesses Concerns.
- 17) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 18) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 19) Actively supporting joint ventures with Section 3 Business Concerns.
- 20) Actively supporting the development or maintenance of business incubators which assist Section 3 Business Concerns.

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**EXHIBIT H****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 Developer 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 Municipality or requested by HCD. A copy of the completed survey will be forwarded to the Municipality. 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 Municipality 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 Municipality or by HCD upon request.
- (c) If the Municipality 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.

- (d) If the Municipality 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 Municipality.
- (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 Municipality must obtain approval for all exceptions from HCD and the PBCAC.

- (a) Asbestos Abatement work may be contracted by the Municipality or by HCD upon request.
- (b) If the Municipality 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 Municipality 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 Municipality.
- (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 Municipality (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 Municipality.

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 Municipality, 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 I

**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 \_\_\_\_\_ Municipality \_\_\_\_\_ to acquire and rehabilitate the Property, and

WHEREAS, \_\_\_\_\_ Municipality \_\_\_\_\_, in compliance with its obligations to Palm Beach County, and in exchange for the receipt of said funds to acquire and rehabilitate 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 \_\_\_\_\_ Municipality \_\_\_\_\_, and has been approved by Palm Beach County to purchase the Property, and

WHEREAS, Palm Beach County expended \$ \_\_\_\_\_ above the price being paid by the Participant to purchase 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.

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.

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:  <b>X</b> _____
Witness Name: Witness Signature:  <b>X</b> _____

Participant Name: Participant Signature:  <b>X</b> _____
Participant Name: Participant Signature:  <b>X</b> _____

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 J**

**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**

Palm Beach County, a political subdivision of the State of Florida, the owner and holder of a certain \_\_\_\_\_ executed by the \_\_\_\_\_, a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at \_\_\_\_\_, ("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 \_\_\_\_\_ 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  
\_\_\_\_\_

By: Edward W. Lowery, Director  
Housing and Community Development  
  
X  
\_\_\_\_\_

Witness Name:  
Witness Signature:  
  
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 Name: \_\_\_\_\_  
Notary Public - State of Florida

(NOTARY SEAL ABOVE)