



**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
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.:

Fund \_\_\_ Unit \_\_\_ Org \_\_\_ Object \_\_\_ Program Code/Period BG \_\_\_-GY \_\_\_

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

**No fiscal impact**

C. Departmental Fiscal Review: Shairette Major 11-9-10  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

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

M. Diaz 11/16/2010  
 OFMB  
 JB 11/15/10  
 PM 11/15/10

Eric J. Jacobs 11/17/10  
 Contract Development and Control  
 E. Jacobs 11/17/10

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

B. Legal Sufficiency:

[Signature] 11/18/10  
 Senior Assistant County Attorney

C. Other Department Review:

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

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

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
CITY OF GREENACRES**

Amendment 001 entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County and City of Greenacres.

**WITNESSETH:**

WHEREAS, Palm Beach County entered into an Agreement (R2010-1124) with the City of Greenacres, on March 25, 2010, to provide \$73,000 of Community Development Block Grant - Recovery (or CDBG-R) funds for drainage improvements; and

WHEREAS, both parties mutually agree that the original Agreement entered into on March 25, 2010, is hereby amended as follows:

**A. Part III - Section 2: Time of Performance:**

Replace "December 31, 2010" with "March 31, 2011".

**B. Exhibit A - Section I.B - Project Scope:**

Delete the contents of this section entitled Projects Scope, including Note 1 through Note 6, and replace them with the following: "The scope of this project, subject to funding availability, which shall include the purchase and installation of street and traffic signs and drainage improvements in the City of Greenacres, shall be undertaken by the Municipality in three parts as follows:

**Part 1:** The purchase and delivery of approximately 88 street and traffic signs for the Original Section (Target Area) in the City of Greenacres. The following notes pertain to Part 1:

NOTE 1: The Municipality shall procure these street and traffic signs in accord with this Agreement as described elsewhere, and the Municipality shall submit its specifications and invitation for bid package (or request for quote) to HCD and obtain a letter of approval prior to soliciting bids/quotes for the items to be purchased. These items shall be procured together from the same source under the same contract/purchase order. Upon receipt of bids/quotes the Municipality shall obtain HCD approval to award the contract for these street and traffic signs.

NOTE 3: Should the contract amount for this part of the project exceed the amount to be funded by the County through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality shall not request the County for reimbursement of its expended funds until after it has expended its portion of project costs.

NOTE 4: The Municipality shall not request reimbursement from HCD for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

**Part 2:** The installation of street and traffic signs throughout the Original Section (Target Area) in the City of Greenacres.

**Part 3:** Drainage Improvements to the alleyway between Fleming Avenue and Jennings Avenue and the alleyway between Jennings Avenue and Perry Avenue, on the north side of 10<sup>th</sup> Avenue North in the City of Greenacres.

The following notes pertain to Part 2 and Part 3:

NOTE 1: The Municipality shall submit its bid package/drawings/specifications, and an itemized opinion of probable construction cost prepared by its consultant, to HCD and obtain a letter of approval prior to bidding the construction work. Furthermore, the Municipality shall obtain HCD approval prior to issuing any addenda to its bid documents for this project.

NOTE 2: The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of HCD.

**AMENDMENT 001 TO THE AGREEMENT WITH THE CITY OF GREENACRES - Continued**

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

NOTE 4: The Municipality shall not award any construction contracts for the project until sufficient funding is available to complete the established scope of work. All construction work for each of the aforesaid Parts shall be included in one contract. The Municipality shall obtain HCD approval prior to awarding both construction contracts to be funded through this Agreement. After awarding such contracts, the Municipality shall obtain HCD approval prior to executing any change orders to such contracts.

NOTE 5: The Municipality shall not request reimbursement from HCD for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

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

**C. Exhibit A - Section I. I: Work Schedule:**


Replace "December 31, 2010" with "March 31, 2011".

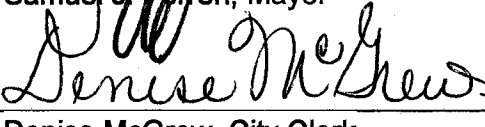
NOW THEREFORE, 1) all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the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

(MUNICIPALITY SEAL BELOW)



**CITY OF GREENACRES**

By:   
Samuel J. Ferreri, Mayor

By:   
Denise McGrew, City Clerk

(COUNTY SEAL BELOW)

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

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

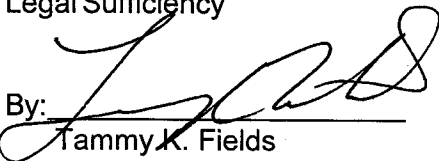
By: \_\_\_\_\_  
Chair  
Board of County Commissioners

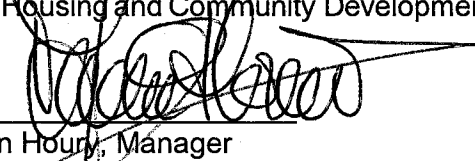
By: \_\_\_\_\_  
Deputy Clerk

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

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**CITY OF GREENACRES**

**JUL 20 2010**

**R 2010 11 24**

**MAR 25 2010**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the City of Greenacres, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 5800 Melaleuca Lane, Greenacres, FL 33463.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for the use of grant funds for the herein described project under the American Recovery and Reinvestment Act of 2009 (ARRA); and

**WHEREAS**, Palm Beach County wishes to make said grant funds, known as Community Development Block Grant - Recovery (or CDBG-R) funds, available to the City of Greenacres through this Agreement for the implementation of the herein described project; and

**WHEREAS**, Palm Beach County desires to engage the City of Greenacres to implement the activities associated with these CDBG-R funds.

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

**PART I**

**DEFINITION AND PURPOSE**

**1. DEFINITIONS**

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
- (3) "ARRA" means the American Recovery and Reinvestment Act of 2009.
- (4) "CDBG-R" means the CDBG funds made available by the United States Department of Housing and Urban Development under ARRA, which are also known as Community Development Block Grant - Recovery funds.
- (5) "HCD" means Palm Beach County Housing and Community Development.
- (6) "Municipality" means the City of Greenacres.
- (7) "HCD Approval" means the written approval of the HCD Director or his designee.
- (8) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

**2. PURPOSE**

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

**PART II**

**SCOPE OF SERVICES**

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

## PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF 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, which shall not be unreasonably withheld. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$73,000 for the period of April 1, 2010 through and including December 31, 2010. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under grant No. B-08-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to December 31, 2010.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to HCD proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by HCD. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HCD. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to HCD the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that HCD has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that HCD approves such payment.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, 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 U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.  
All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the HCD Director or his designee.
- (4) PURCHASING  
All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.
- (5) REPORTS, AUDITS, AND EVALUATIONS  
Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.
- (6) ADDITIONAL HCD, COUNTY, AND U.S. HUD REQUIREMENTS  
HCD shall have the right under this Agreement to suspend or terminate payments if after 15 days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by HCD, the County, or U.S. HUD.
- (7) PRIOR WRITTEN APPROVALS-SUMMARY  
The following activities among others require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:
- (a) All subcontracts and agreements pursuant to this Agreement;
  - (b) All capital equipment expenditures of \$1,000 or more;
  - (c) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
  - (d) All change orders; and
  - (e) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit.
- (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 U.S. HUD.

3. PROGRAM BENEFICIARIES

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

4. EVALUATION AND MONITORING

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

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.



6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG-R funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-R 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-R funds 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-R funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

9. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The 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.

10. INSURANCE

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

The Municipality agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

The Municipality agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages, which the Municipality shall deliver to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

The Municipality agrees its self-insurance or insurance shall be primary as respects to any coverage afforded to or maintained by County.

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

11. MAINTENANCE OF EFFORT

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

12. CONFLICT OF INTEREST

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

13. CITIZEN PARTICIPATION

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

14. RECOGNITION

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

15. AGREEMENT DOCUMENTS

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

- (1) This Agreement, including its Exhibits;
- (2) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
- (3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (6) Florida Statutes, Chapter 112;
- (7) Palm Beach County Purchasing Code;
- (8) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (9) The American Recovery and Reinvestment Act of 2009 (ARRA);
- (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.

16. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to HCD or the County.

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

(1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(2) TERMINATION 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 the U.S. HUD specifies.

17. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

19. NOTICES

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

20. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

21. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

22. PUBLIC ENTITY CRIMES

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

23. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty (20) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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.

MAR 25 2010

WITNESS our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(MUNICIPALITY SEAL BELOW)



CITY OF GREENACRES

BY: [Signature]  
Samuel J. Ferreri, Mayor

By: [Signature]  
Denise McGrew, Acting City Clerk

BY: [Signature]  
Attorney for Municipality  
(Signature Optional)

MAR 20 2010 11 24  
JUL 20 2010

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

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Robert Weisman, County Administrator

Approved as to Form and  
Legal Sufficiency

By: [Signature]  
Tammy K. Fields  
Senior Assistant County Attorney

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

By: [Signature]  
Amin Houry, Manager  
Housing and Capital Improvements

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

**I. THE MUNICIPALITY AGREES TO:**

- A. **PROFESSIONAL SERVICES:** The Municipality shall, at its own cost, retain the services of an engineering consultant (a Florida professional engineer) for this project to provide design services to create plans and specifications for the below described drainage improvement project located in the City of Greenacres. The consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should such abatement become necessary.

**In preparing the plans and specifications for the below described project, particular attention shall be given by the engineering consultant to the "Buy American" requirements associated with this project as shown below.**

Alternatively, the Municipality shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Municipality.

- B. **PROJECT SCOPE :** The scope of this project subject to funding availability shall include the following :

Drainage infrastructure improvement to the alleyway between Fleming Avenue and Jennings Avenue and the alleyway between Jennings Avenue and Perry Avenue, on the north side of 10<sup>th</sup> Avenue North in the City of Greenacres.

NOTE 1: The Municipality shall submit its bid package/drawings/specifications, and an itemized opinion of probable construction cost prepared by its consultant, to HCD and obtain a letter of approval prior to bidding the construction work. Furthermore, the Municipality shall obtain HCD approval prior to issuing any addenda to its bid documents for this project.

NOTE 2: The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of HCD.

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

NOTE 4: The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Municipality shall obtain HCD approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract, the Municipality shall obtain HCD approval prior to executing any change orders to such contract.

NOTE 5: Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount.

NOTE 6: The Municipality shall not request reimbursement from HCD for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

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

C. BUY AMERICAN REQUIREMENTS: The Municipality shall comply with the "Buy American" provisions of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), and shall require the prime contractor and all subcontractors to also comply with said Section 1605 which states:

**"Sec. 1605. Use of American Iron, Steel, and Manufactured Goods.**

**(a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.**

**(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that--**

**(1) applying subsection (a) would be inconsistent with the public interest;**

**(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or**

**(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.**

**(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.**

**(d) This section shall be applied in a manner consistent with United States obligations under international agreements".**

Should the Municipality and HCD disagree on whether the contractor (including all subcontractors) has complied with the provisions of Section 1605 of ARRA, then the Municipality agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the contractor's compliance with the provisions of such Section 1605.

**CAUTION: THE BUY AMERICAN REQUIREMENTS SHALL NOT APPLY TO CONTRACTS FUNDED WITH CDBG-R WHEN THE CONTRACT AMOUNT IS LESS THAN \$100,000.**

**Accordingly, Note 1, Note 2, Note 3, Note 4, and Note 5, in Section I.C of this Exhibit shall not apply to this project if the contract amount is less than \$100,000, however, the reporting requirements contained in this Agreement shall apply regardless.**

NOTE 1: The Municipality shall cause its engineering consultant to exclude from this project's drawings and specifications iron, steel, and manufactured goods that are not produced in the United States. If the project can not be undertaken in a manner where all the iron, steel, and manufactured goods for the project are produced in the United States, then the Municipality shall inform HCD in writing of such instance and cooperate with HCD to seek an exception to this requirement if one of the following conditions are met:

- Iron, steel, and manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or
- Applying the Buy American requirement would be inconsistent with the public interest.

HCD shall, at its discretion, determine whether it is feasible to pursue such an exception with U.S. HUD. In addition, HCD shall also investigate whether any iron, steel, and manufactured goods identified by the Municipality for an exception already benefits from being on the list of existing exceptions thereby negating the need for an exception request.

## CDBG-R / CITY OF GREENACRES

The Municipality shall not proceed with the bid process for this project unless HCD is satisfied that the Buy American provisions have been met. It is strongly suggested that the Municipality conduct a pre-bid conference in order to clarify the Buy American requirements to prospective bidders.

NOTE 2: The Municipality shall cause its engineering consultant to identify to HCD all of the iron, steel, and manufactured goods used in the design of this project. Accordingly, the Municipality shall cause its engineering consultant to provide HCD with the list of all of the iron, steel, and manufactured goods used in the design of this project on the form provided as Exhibit B to this Agreement. The engineering consultant shall indicate on the form whether the items on the list of iron, steel, and manufactured goods are available from producers in the United States. Said form shall be submitted to HCD with the Municipality's bid package/drawings/specifications as required in Note 1 of Section I.B above.

NOTE 3: The Municipality shall obtain from each bidder for this project a Bidder's Buy American Certification the contents of which are shown below. In addition, the Municipality shall obtain from each bidder for this project any "Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods" in accord with the requirements of said certification. Furthermore, the Municipality shall obtain from each bidder for this project documentation sufficient to provide, and as far as possible constitute, the detailed justification required for an exception under section 1605. The certification form, which the Municipality shall include in its bid documents, shall be provided by HCD to the Municipality at a later date when HCD transmits its packet of Federal requirements to the Municipality.

"This project is funded, in part or in whole, with funding made available under the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA requires that all of the iron, steel, and manufactured goods used in the project are produced in the United States. The below named Bidder certifies that:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of this bid solicitation and the provisions of Section 1605 of the Recovery Act, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will **provide reasonable, sufficient, and timely verification** to the City of Greenacres of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has **included in or attached to this bid** one or both of the following, as applicable:
  - a. Identification of and citation to a categorical exception published by the U.S. Department of Housing and Urban Development (HUD) (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
  - b. Verifiable documentation sufficient to the City of Greenacres and to Palm Beach County, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Bidder under applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also **provided in or attached to this bid** information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the City of Greenacres and Palm Beach County in amending, supplementing or further supporting such information as required by the City of Greenacres and Palm Beach County to request and, as applicable, implement the terms of an exception with respect to any such component or components."

NOTE 4: The Municipality shall insert the following clause in its construction contract for this project:

"The Contractor acknowledges to and for the benefit of Palm Beach County and the City of Greenacres that it understands the goods and services under this Contract/Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as "Buy American." The Buy American requirement prohibits the use of Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States ("Buy American requirement") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Contract/Agreement. The Contractor hereby represents and warrants to and for the benefit of Palm Beach County and the City of Greenacres that (a) the Contractor has reviewed and understands the Buy American requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirement, unless an exception to the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception to the Buy American requirement, as may be requested by Palm Beach County, the City of Greenacres, or the U.S. Department of Housing and Urban Development (HUD). Notwithstanding any other provision of this Contract/Agreement, any failure to comply with this paragraph by the Contractor shall permit Palm Beach County and the City of Greenacres to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by Palm Beach County and the City of Greenacres resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Contract/Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of Palm Beach County and the City of Greenacres."

NOTE 5: After the Municipality awards the construction contract, the Municipality shall provide HCD documentation evidencing reasonable, sufficient, and timely verification of the U.S. production of all iron, steel, and manufactured goods for this project except for those items which have an exception approved by U.S. HUD.

- D. ASBESTOS REQUIREMENTS: The Municipality shall comply with all applicable requirements contained in Exhibit E, attached hereto, for construction work in connection with the project funded through this Agreement.
- E. DAVIS-BACON ACT: The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- F. BONDING REQUIREMENTS: The Municipality shall comply with the requirements of 24CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds.
- G. CONSTRUCTION PAYMENT RETAINAGE: The Municipality shall apply a retainage of at least 5% on all construction draws which retainages shall be released in conjunction with the final draw upon satisfactory completion of the project. The Municipality agrees not to release such retainages until it has obtained approval from the County that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act.
- H. FORMER PROJECTS: The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- I. WORK SCHEDULE: The time frame for completion of the outlined activities shall be December 31, 2010.
- J. REPORTS: The Municipality shall submit to HCD reports as described below:
- (a) MONTHLY REPORT: The Municipality shall submit to HCD detailed monthly progress reports in the form provided as Exhibit C to this Agreement. Each report must account for the total activity for which the Municipality is funded under this Agreement. The progress reports shall be used by HCD to assess the Municipality's progress in implementing the project.



- (b) **QUARTERLY JOBS REPORT:** The Municipality shall submit to HCD detailed quarterly reports in the form provided as Exhibit D to this Agreement. The Municipality shall collect the information needed for such report from its prime contractor and subcontractors and submit such report on the below listed dates for the calendar quarter preceding each of these dates:

By 5:00 p.m. on July 5, 2010  
 By 5:00 p.m. on October 5, 2010  
 By 5:00 p.m. on January 5, 2011  
 By 5:00 p.m. on April 5, 2011  
 By 5:00 p.m. on July 5, 2011  
 By 5:00 p.m. on October 5, 2011

The Municipality shall submit its first quarterly report on the first date appearing in the above list after the effective date of this Agreement, and shall submit its final report with its final reimbursement request for the project funded through this Agreement. The final report shall cover the period after the quarter preceding the date of its final reimbursement request up to the date of its final reimbursement request.

In brief, the quarterly report is intended to collect information on the number of jobs created and jobs retained in connection with the project funded with CDBG-R funds under this Agreement. The number shall include the number of jobs created and retained by the prime contractor as well as all subcontractors. This includes supervisory, construction, and office employees. The number shall be expressed as "full-time equivalent" (FTE), calculated quarterly. In addition, the quarterly report will require a description of the types of jobs created and jobs retained which may rely on job titles, broader labor categories, or the prime contractor/subcontractors' existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.

- (c) **OTHER REPORTS:** The Municipality agrees to submit to HCD any other reports required by HCD in connection with activities undertaken through this Agreement including, but not limited to, reports associated with Section 3.

K. **USE OF THE PROJECT FACILITY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG-R funds as provided by this Agreement, that for a period of ten (10) years after the expiration date of this Agreement (as may be amended from time to time):

- (a) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
1. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
  2. The requirements of paragraph (b) of this section are met.
- (b) If the Municipality determines after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (a) (1) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG-R funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (c) Following the reimbursement of CDBG-R funds by the Municipality to the County pursuant to paragraph (b) above, the facility/property will then no longer be subject to any CDBG requirements.

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

L. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at HCD upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

**Section 3 Clause**

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 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.

**II. THE COUNTY AGREES TO:**

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$73,000. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are available to complete the project.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by HCD and will serve to ensure compliance with U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in II.A above:
  - (a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

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

**EXHIBIT B**

**PALM BEACH COUNTY**

**HOUSING & COMMUNITY DEVELOPMENT**

**DESIGN ENGINEER'S LIST OF IRON, STEEL, AND MANUFACTURED GOODS**

<b>Project Name:</b>	City of Greenacres - Fleming/Jennings and Jennings/Perry Alleyways
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This project is funded, in part or in whole, with funding made available under the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA requires that all of the iron, steel, and manufactured goods used in the project are produced in the United States. The design engineer for this project is requested to identify all of the iron, steel, and manufactured goods used in the design of the project to in order to insure that the eventual contractor for this project has used such iron, steel, and manufactured goods that have been produced in the United States, or have otherwise met the requirements of ARRA. The design engineering shall indicate whether the items on the list of iron, steel, and manufactured goods are available from producers in the United States.

Steel: An alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

Note: Production in the United States of the iron or steel used in the project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project. 2 C.F.R. 176.70(a)(2) and 176.140(a)(3).

Manufactured good: A good brought to the construction site for incorporation into the building or work that has been processed into a specific form and shape; or combined with other raw material to create a material that has different properties than the properties of the individual raw materials. 2 C.F.R. 176.140(a)(1).

<b>LIST OF IRON, STEEL, AND MANUFACTURED GOODS</b>	<b>Is this item available from producers in the United States?</b>	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No

The below signed design engineer for the referenced project hereby certifies that the above list comprises all of the iron, steel, and manufactured goods used in the design of this project.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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**EXHIBIT C**

**PALM BEACH COUNTY**

**HOUSING & COMMUNITY DEVELOPMENT**

**MONTHLY NARRATIVE REPORT**

<b>Report For:</b>	Month: _____ Year: _____		
<b>Subrecipient Name:</b>	City of Greenacres		
<b>Project Name:</b>	Fleming/Jennings and Jennings/Perry Alleyways - CDBG-R		
<b>Report Prepared By:</b>	_____	_____	_____
	Name	Signature	Date

**BUDGETING AND EXPENDITURES**

Amounts Expended this Reporting Period: CDBG-R Funds:\$ \_\_\_\_\_ Other Funds:\$ \_\_\_\_\_

**Amounts Expended to Date:**

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

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_

**PROJECT ACTIVITIES**

Describe your accomplishments during the reporting period:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe any problems encountered during this reporting period:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Other comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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EXHIBIT D

PALM BEACH COUNTY

HOUSING & COMMUNITY DEVELOPMENT

QUARTERLY JOBS REPORT

<b>Project Name:</b>	City of Greenacres - Fleming/Jennings and Jennings/Perry Alleyways	<b>Prepared By:</b>		<b>Page</b> ____ <b>of</b> ____
<b>Report Period:</b>	<input type="checkbox"/> April 1, 2010, to June 30, 2010, due by 5:00 p.m. on July 5, 2010. <input type="checkbox"/> July 1, 2010, to September 31, 2010, due by 5:00 p.m. on October 5, 2010. <input type="checkbox"/> October 1, 2010, to December 31, 2010, due by 5:00 p.m. on January 5, 2011. <input type="checkbox"/> January 1, 2011, to March 31, 2011, due by 5:00 p.m. on April 5, 2011. <input type="checkbox"/> April 1, 2011, to June 30, 2011, due by 5:00 p.m. on July 5, 2011. <input type="checkbox"/> July 1, 2011, to September 31, 2011, due by 5:00 p.m. on October 5, 2011.			

This project is funded, in part or in whole, with funding made available under the American Recovery and Reinvestment Act of 2009 (ARRA). This quarterly report is intended to collect information on the number of jobs created and jobs retained in connection with this project by the prime contractor as well as all subcontractors. This includes supervisory, construction, and office employees paid this quarter with ARRA funds.

**Definitions:**

Job type: this may be a job title (for example: foreman), a broader labor category (for example: equipment operator), or the prime contractor/subcontractors' description of a job based on existing practices as long as the term used is widely understood and describes the general nature of the work.

Job created: this is a new position that is created and filled, or an existing unfilled position that is filled, in connection with this project and that is funded by ARRA.

Job retained: this is an existing position on this project that is now funded by ARRA.

*Note: each job reported in connection with this project that is funded under ARRA must either be reported as job created or a job retained, it cannot be reported as both. (Use additional sheets if needed).*

NAME OF EMPLOYER: _____		For County use only.
Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
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Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE

EXHIBIT EASBESTOS 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 Municipality 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" ACBM 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

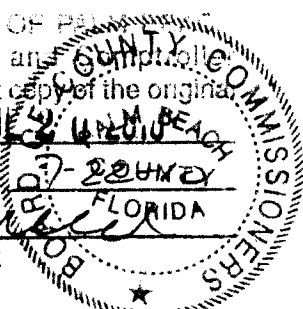
V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

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.

S:\CapImprv\MUNICIPAL\Greenacres\Alleyways\_CDBG-RIAgmtMuniCDBG-R.wpd

FILED IN MY OFFICE ON \_\_\_\_\_  
 dated at West Palm Beach, FL on \_\_\_\_\_  
 By: Jacey Parker  
 Deputy Clerk





# City of Greenacres

5800 Melaleuca Lane • Greenacres • Florida • 33463-3515  
Ph: 561-642-2017 • Fax: 561-642-2004 • Email: cm@ci.greenacres.fl.us

Samuel J. Ferreri  
Mayor

Wadie Atallah  
City Manager

June 22, 2010

Edward W. Lowery, Director  
Housing and Community Development  
Palm Beach County  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

07-06-10P04:24 RCVD

Re: Community Development Block Grant - Recovery (CDBG-R 2009)  
Re-programming of unused grant funds

Dear Mr. Lowery:

The City of Greenacres was approved for grant funding of \$73,000 through the CDBG-R program to clear and grade 2 alleys on the north side of 10<sup>th</sup> Avenue North in the City's Target Area. The contract was awarded on May 17, 2010 in the amount of \$32,024.05. Thus \$40,975.95 in uncommitted grant funds is now available. The other alleys in the area were already cleared during 2007 using 2004 CDBG DRI (Frances) funds and so are not available as a way to easily expand the project scope.

In order to utilize the remaining funds in the CDBG-R grant, we would appreciate your consideration of re-programming of the remaining funds for the following additional scope within the same target area as the initial grant:

Purchase and installation of street name signs throughout the Original Section of Greenacres (Target Area) to reinforce neighborhood identity, enhance the aesthetics and improve community pride in the area. Attachment A identifies the service area limits and the sign locations. The cost estimate for the proposed scope of work is \$41,000.00. A bid package would be assembled and the project would be placed out to bid after approval by HCD.

This project will assist in retaining existing jobs through both manufacturing and construction activities. There are a total of 88 locations. The production of the sign components involves approximately 20 workers and the installation will involve an estimated 3 workers to remove the existing signs and install the new signs, including foundations. The removal and installation is expected to take place over a 3 week period.

Please contact me if you have any additional comments or questions.

Sincerely yours,

  
Wadie Atallah, PE  
City Manager

cc: CDBG-R 2009 File

Richard C. Radcliffe  
Councilman • District I

Peter A. Noble  
Councilman • District II

Rochelle Gaenger  
Councilwoman • District III

Jonathan G. Pearce  
Councilman • District IV

Norman W. Rose  
Councilman • District V

Attachment 3