

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011 [x] Consent [] Regular
Department: Housing & Community Development
Submitted By: Housing & Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 001 to the Agreement with the City of Pahokee (R2010-1699) for housing rehabilitation and demolition projects.

Summary: The FY 2010-2011 Action Plan approved by the Board of County Commissioners (R2010-1156) on July 20, 2010, allocated \$63,800 of Community Development Block Grant (CDBG) funds to the City in order to implement eight (8) CDBG-funded full housing rehabilitation and five (5) demolition projects within the municipal limits of the City. A portion of the City's FY 2009-2010 CDBG allocation (\$46,916) remains unexpended and is available to be used in FY 2010-2011 to assist the City with the rehabilitation or demolition of properties in the City. The City requested that the available CDBG funds be added to its current rehabilitation and demolition program. This Amendment will increase the amount of funds available to the City by \$46,916, from \$63,800 to \$110,716. Additionally, the number of full rehabilitation cases will increase from eight (8) to thirteen (13) and the number of demolition case files will increase from five (5) to thirteen (13). These are federal CDBG funds that do not require a local match. (TKF)

Background and Justification: Palm Beach County Housing and Community Development (HCD) receives CDBG funding from the U.S. Department of Housing and Urban Development (HUD). Document R2010-1156, the "Palm Beach County Action Plan (AP) for Fiscal Year 2010-2011" contains a listing of the proposed CDBG projects for FY 2010-2011, including the activity carried out by the City of Pahokee. Agreement R2010-1699, when written, was based on the City's anticipated allocation of \$63,800 for FY 2010-2011. As the City did not expend its entire FY 2009-2010 allocation, the remaining funds will be transferred to the City's current FY 2010-2011 housing program. Additionally, the number of full rehabilitation and demolition cases have also been increased to reflect the additional available CDBG funding.

Attachments:

1. Amendment 001 to Agreement R2010-1699 with the City of Pahokee
2. Agreement (R2010-1699) with the City of Pahokee with Exhibits A to F
3. Letter from the City requesting the transfer of the CDBG funds

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Recommended By:  3-23-11
Department Director Date

Approved By:  3-31-11
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Grants & Aid	46,916				
Operating Costs					
External Revenues	(46,916)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 1101 Dept 143 Unit 1431 Object 8101 Program Code/Program Period BG43/GY09 _____

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

\$46,916 will be provided by the FY 2009-2010 CDBG grant, which will increase the contract from \$63,800 to \$110,716 via the Fifth Amendment to FY 2010-2011.

C. Departmental Fiscal Review:

Shairette Major 3-23-11
Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Contract Comments:

[Signature] 3/29/11
OFMB IB
3/27/11

[Signature] 3/29/11
Contract Dev. and Control
E. Jones 3/29/11

B. Legal Sufficiency:

[Signature] 3/23/11
Senior Assistant County Attorney

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
THE CITY OF PAHOKEE**

Amendment 001 entered into this ___ day of _____, 2011, by and between Palm Beach County and THE CITY OF PAHOKEE

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with The City of Pahokee on October 19, 2010, approved by Document R 2010-1699 to make available \$63,800 of Community Development Block Grant funds in order to implement CDBG-funded rehabilitation and demolition projects within the City of Pahokee.

WHEREAS, the parties wish to modify the agreement, and

WHEREAS, both parties mutually agree that the original agreement entered into on October 19, 2010, is hereby amended as follows:

A. Part III – Compensation, Time of Performance, Method and Conditions of Payment

Substitute "ONE HUNDRED AND TEN THOUSAND, SEVEN HUNDRED AND SIXTEEN (\$110,716)" for "SIXTY-THREE THOUSAND, EIGHT HUNDRED (\$63,800)".

B. Exhibit A – Work Program Narrative – Section IA1.

Substitute "thirteen (13) full rehabilitation cases" for eight (8) full rehabilitation cases."

C. Exhibit A – Work Program Narrative – Section 1A2.

Substitute "thirteen (13) demolition case files" for "five (5) demolition case files."

D. Exhibit A – Work Program Narrative – Section IIA

Substitute "ONE HUNDRED AND TEN THOUSAND, SEVEN HUNDRED AND SIXTEEN (\$110,716)" for "SIXTY-THREE THOUSAND, EIGHT HUNDRED (\$63,800)".

E. Exhibit A – Work Program Narrative -Section IIB

Substitute "ONE HUNDRED AND TEN THOUSAND, SEVEN HUNDRED AND SIXTEEN (\$110,716)" for "SIXTY-THREE THOUSAND, EIGHT HUNDRED (\$63,800)".

NOW THEREFORE, all items in the previous agreement in conflict with the amendment shall be and are hereby changed to conform to this amendment.

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.

(CORPORATE SEAL) THE CITY OF PAHOKEE

BY: 
J.P. Sasser, Mayor

BY: 
Susan Feltner, City Clerk

ATTEST: Sharon R. Bock
Clerk and Comptroller

By: _____
Deputy Clerk

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Karen T. Marcus, Chair

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: 
Edward W. Lowery, Director

(COUNTY SEAL)

ATTACHMENT 1

R2010 1699

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

THE CITY OF PAHOKEE

OCT 19 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 (CDBG) Program and THE CITY OF PAHOKEE, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 171 North Lake Avenue, Pahokee, Florida 33476.

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

WHEREAS, Palm Beach County, in accordance with the FY 2010-11 Action Plan, and THE CITY OF PAHOKEE desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage THE CITY OF PAHOKEE to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual premises 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 Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Municipality" means CITY OF PAHOKEE.
- (5) "HCD Approval" means the written approval of the HCD Director or designee.
- (6) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (7) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. Purpose:

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

PART II

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by HCD, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Municipality agrees to accept as full payment for eligible 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 **SIXTY-THREE THOUSAND, EIGHT HUNDRED (\$63,800)** for the period of **October 1, 2010** through **September 30, 2011**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director at his discretion up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Municipality to the HCD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number B-10-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 by **September 30, 2011**.

3. Method of Payment

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

Requests by the Municipality for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Municipality. Payment shall be made by the Palm Beach County Finance Department

upon proper presentation of invoices and reports approved by the Municipality and HCD. Proof of payment and originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices will not be honored if received by HCD later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the commencement date of this Agreement.

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 applicable procedures outlined in HCD Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with 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 system 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 the capability of the Municipality to fiscally manage the project in accordance with Federal, State and County requirements.

(3) Subcontracts

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 the prior written approval of the HCD Director or designee. 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.

(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 Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(5) Reports, Audits, and Evaluations

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

(6) Additional HCD, County, and U.S. HUD Requirements

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

(7) Prior Written Approvals - Summary

The following, 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 the provisions of Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (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 from funds provided hereunder, 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 under this Agreement 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 those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

PART IV

GENERAL CONDITIONS

1. Opportunities for Residents and Civil Rights Compliance

The Municipality agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex, sexual orientation, marital status, or gender identity and 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. At a minimum, the Municipality shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

2. Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. Project Beneficiaries

At least 51 percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons or persons presumed to be low/moderate income. All beneficiaries of this agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 51 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 Part III, Paragraph 1 of this Agreement. The Municipality shall provide written verification of compliance to HCD upon HCD's request.

4. 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.

5. 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.

6. 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.

The Municipality agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. 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 will 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.

7. Reversion of Assets

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives

in Federal Community Development Block Grant Regulations 24 CFR 570.508 until five years after expiration of the agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. Data Becomes County Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available 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 No. 2009-049, as may be amended.

9. Indemnification

The Municipality shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Municipality.

10. Insurance

Unless otherwise specified in this Agreement, the Municipality shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The Municipality shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Municipality, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Municipality under this Agreement.

(1) Commercial General Liability

The Municipality shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

(2) Business Automobile Liability

The Municipality shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Municipality does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Municipality to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Municipality shall agree this coverage shall be provided on a primary basis.

(3) Worker's Compensation & Employer's Liability

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

(4) Additional Insured

The Municipality shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development." The Municipality shall agree the Additional Insured endorsements provide coverage on a primary basis.

(5) Certificate of Insurance

The Municipality shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. A minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners
c/o H.C.D.
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

(6) Right to Review and Adjust

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

11. Maintenance of Effort

The intent and purpose of this Agreement is to increase the availability of the 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 shall comply with 24 CFR 570.611 which requires at a minimum 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 activities provided under this Agreement 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.

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 and/or clients 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 in the implementation of the Citizen Participation Plan, as requested by HCD.

14. Recognition

All facilities purchased or constructed pursuant to this Agreement should 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 available under this Agreement.

15. Agreement Documents

The following documents are herein incorporated by reference and made 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

CITY OF PAHOKEE

- (2) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133
- (3) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990
- (4) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban 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, and Section 109 of the Housing and Community Development Act of 1974, as amended
- (6) The Drug-Free Workplace Act of 1988, as amended
- (7) Florida Statutes, Chapter 112
- (8) Palm Beach County Purchasing Ordinance
- (9) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85.
- (10) The Municipality's Personnel Policies and Job Descriptions
- (11) The Municipality's Articles of Incorporation and Bylaws
- (12) The Municipality's Certificate of Insurance
- (13) Current list of the Municipality's Officers and members of Board of Directors
- (14) Proof of Municipality's 501(c)(3) certification from Internal Revenue Service (IRS)

The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

16. Termination and Suspension

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 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 or suspend payments in whole or part by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the 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 U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the date of termination.

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

19. Notice

All notice 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 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 County employees and are not subject to the County provisions of the law applicable to County employees relative to employment 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. 287.132-133, 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

23. Palm Beach County Office of the Inspector General

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

CITY OF PAHOKEE

24. Counterparts of this Agreement

This Agreement, consisting of twenty-one (21) enumerated pages including 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.

WITNESS our Hands and Seals on the _____ day of OCT 19 2010, 20__.

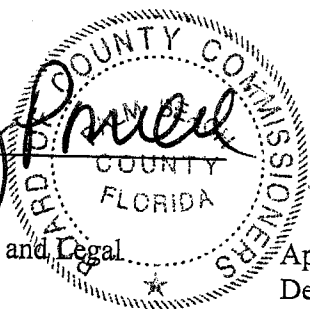
R2010 1699

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

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

BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk


By: [Signature]
for Burt Aaronson, Chair
Steven L. Abrams
Approved as to Terms and Conditions
Dept. of Housing and Community Development

Approved as to Form and Legal Sufficiency

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

By: [Signature]
Edward W. Lowery
Director
[Signature]

(COUNTY SEAL)

THE CITY OF PAHOKEE, a Florida corporation

By: [Signature]
Susan Deltner, City Clerk

By: [Signature]
J.P. Sasser, Mayor

(CORPORATE SEAL)

EXHIBIT A

WORK PROGRAM NARRATIVE
THE CITY OF PAHOKEE

I. The Municipality agrees to provide the following activity delivery and operational services:

A. COMMUNITY DEVELOPMENT SERVICES

The Municipality will utilize the services of its Community Development Department to implement community development activities funded with CDBG funds to include full housing rehabilitations, demolitions, and any other duties as may be required by HCD in implementation of projects funded under the CDBG program. The Municipality agrees to administer all community development activities in accordance with U.S. HUD standards and requirements, as well as with applicable state, county, and federal regulations, including applicable HCD policies and procedures.

DESCRIPTION OF WORK AND ANNUAL PERFORMANCE GOALS

1. The Municipality's Community Development staff shall initiate and complete eight (8) full rehabilitation cases. Specific tasks to be undertaken are outlined in the Scope of Work below.

SCOPE OF WORK TO INCLUDE:

Municipality shall provide services to qualified low/moderate income property owners who reside within its municipal boundaries in order to rehabilitate and upgrade their properties to meet applicable housing and building codes. Work on these properties may include, among other things: roofing, electrical, plumbing, structural repairs, painting, doors, windows, and hurricane protection, provided that these repairs are practical and feasible. HCD shall pay for all costs associated with eligible activities under its rehabilitation program. These for example include title search, lead-based paint inspection/risk assessment, termite treatment, recording fees, construction costs, lead-based paint abatement, lead-based paint clearance testing, and temporary relocation.

The Municipality will be reimbursed in connection with undertaken rehabilitation activities at the rate specified below after it has proved to HCD that the following tasks have been completed. Reimbursement to the Municipality shall occur upon the completion of each grouping of tasks as listed below.

The first group of tasks shall culminate with funding approval of an applicant by the Director of HCD:

- Provide program participants and the general public with information about the housing rehabilitation program.
- Provide the program participant with information about the housing rehabilitation program.
- Accept an application from the program participants, and collect required documents and information in support of the application.
- Evaluate program applicant eligibility to receive assistance, and determine eligibility using applicable regulations, policies, and guidelines.
- Verify applicant's information by obtaining verification of income, verification of property ownership, verification of insurance coverage, verification of property occupancy, verification of real estate tax payment, and any other verifications required by HCD's rehabilitation program policies.
- Request HCD for a lead-base paint inspection/risk assessment.
- Request HCD for the preparation of an Environmental Review.
- Perform inspection of the property to be rehabilitated and complete necessary work write-up. Include in work write up any requirements from the Environmental Review and any lead-base paint abatement requirements.
- Obtain HCD approval of work write up, and request HCD to obtain rehabilitation and extermination bids.
- Review bids, compile applicant's file, and present for funding approval by Director of HCD.

The second group of tasks shall culminate completion of all rehabilitation activities and presentation to HCD of the applicant's closeout statement with the applicant's full original file:

- Prepare closing documents for an applicant approved for funding.
 - Conduct closing, transmit to HCD documents to be recorded, and conduct pre-construction conference.
 - Inspect work in progress, review and approve contractor payment requests and present to HCD for final approval and payment.
 - Assure compliance with lead-based paint abatement requirements.
 - Review change order requests from contractor and prepare change orders for HCD review and approval.
 - Prepare documents securing additional funding to the applicant when approved by HCD.
 - Schedule termite treatment and process invoices to HCD for payment of services rendered.
 - Reconcile all sources and uses of funds, prepare project closeout statement and present original file for final HCD approval.
 - Prepares periodic reports for internal and external use.
2. The Municipality's Community Development staff shall initiate and complete five (5) demolition case files. Specific tasks to be undertaken are outlined in the Scope of Work below.

SCOPE OF WORK TO INCLUDE:

The Municipality shall provide technical assistance to qualified property owners who own vacant dilapidated structures that are not feasible for rehabilitation and that are located within its municipal boundaries. The structures to be demolished shall be in a blighted condition, that is, these structures are in a state of physical decay that renders them in a substandard condition where rehabilitation is infeasible according to applicable housing and building codes. The Municipality shall perform a variety of program implementation tasks including but not limited to:

- Conduct inspection of the building or structure.
- Complete and submit the Demolition Questionnaire form to HCD for each property to be demolished along with all other required consent or other forms, documents and photographs, owner and lienholder's signatures, and evidence that the structures to be demolished are owned by the property owners shown in the Demolition Questionnaire, and all other materials as may be required by HCD Housing and Capital Improvements.
- Assure that the demolition of these structures shall not result in the displacement of any owner, residential, or business tenant.
- Assure that the last occupant was not displaced as a result of government action associated with the demolition.
- Request preparation of Environmental Review Checklist.
- Present demolition file to HCD Housing and Capital Improvements Section.

The Director of HCD may, from time to time and upon written notice to the Municipality, adjust the number of rehabilitation and demolition cases established in I.A (1) and I.A (2) above, based on funding availability, and based on the Municipality's performance during the term of this Agreement.

The Municipality's Community Development staff shall assist HCD staff in implementing all HUD funded community development activities which are undertaken in the City of Pahokee. This includes data gathering and preparation of reports to facilitate the implementation of the CDBG Program and assistance as required in implementing economic development, infrastructure, and public service activities in the Municipality.

B. REPORTS

The Municipality shall submit detailed monthly progress reports to HCD by the 10th day of each month, outlining the status of specific activities under each activity category identified in A. COMMUNITY DEVELOPMENT SERVICES.

The progress reports should be mainly in the form of a narrative and are required in addition to monthly Direct Benefit Activities form (Exhibit D). Each report must include a listing of completed case files which have been accepted by HCD Capital Improvements Section, listed by the category of service and identified by the client's surname. This listing will be used for reference to determine the level of the City's performance in relation to the goals established in Sections I.A (1) and I.A (2) of this agreement. The progress reports shall be used as an additional basis for invoice reimbursement.

II. The County agrees to:

- A. Provide up to **SIXTY-THREE THOUSAND, EIGHT HUNDRED DOLLARS (\$63,800)** in funding, for designated deliverables, consisting of completed case files for Full Rehabilitation and Demolition. Reimbursement will be tied to the HCD Housing and Capital Improvements Section's (HCI) acceptance of work claimed. Deliverables which have been approved by HCI will be forwarded for reimbursement. Case files which are approved for reimbursement shall consist of all required credentials, documents and executed forms as may be required by HCI to document performance of the activity to be reimbursed.

Invoices must also include a Record of Case Files Submitted for Reimbursement (EXHIBIT C), with Columns A, B and C completed by the City of Pahokee. HCI may change the documentation requirements at any time during the term of this agreement; and HCI shall make final determination of the acceptability of all deliverables for reimbursement. The City of Pahokee shall complete all tasks of the Scope of Work of the activity as described in this exhibit and in the Description of Work and Annual Performance Goals above, including those tasks which are to be performed after submission of the deliverable to HCI, without additional reimbursement. The following reimbursement rates will apply:

Full Housing Rehabilitation

- Upon funding approval by the Director of HCD\$4,253 per approved Case File
- Upon completion of all rehabilitation activities and presentation of the applicant's closeout statement \$2,835 per file closeout

Demolition

- Upon presentation of demolition file to HCD \$1,418 per approved Case File

- B. The total reimbursement amount under this agreement is not to exceed **SIXTY-THREE THOUSAND, EIGHT HUNDRED DOLLARS (\$63,800)**
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, may be conducted by HCD staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.
- E. Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT B

LETTERHEAD STATIONERY

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

FROM: Name of Subrecipient:
Address:
Telephone:

SUBJECT: INVOICE REIMBURSEMENT – R-2010-

Attached, you will find Invoice # _____, requesting reimbursement in the amount of \$ _____
. The expenditures for this invoice covers the period _____ through _____
. You will also find attached documentation relating to the expenditures involved.

Approved for Submission

EXHIBIT C

Record of Case Files Submitted for Reimbursement

Note: Municipality completes columns A, B and C, only.

Invoice # _____ ; Page _____ of _____ Pages

A Name & Address	B Activity	C Indicate if case file submission, case file closeout or demolition by "X" in box below			D Disapproval Indicated by "X" in box below (HCD H&R Manager)	HCD Housing & Rehabilitation Review
		Submission	Closeout	Demolition		Approval for Reimbursement indicated by Signature of H&R Manager or Designee
						Approved for reimbursement:
						Approved for reimbursement:
						Approved for reimbursement:
						Approved for reimbursement:

I have reviewed all case files listed above and have found the file(s) indicated by my approval signature to be eligible for reimbursement under the City of Pahokee CDBG Agreement (R2010- _____) with HCD.

 Manager, Housing and Rehabilitation Section, HCD Date

CITY OF PAHOKEE

DIRECT BENEFITS ACTIVITIES

EXHIBIT D

Palm Beach County Housing and Community Development

Subrecipient/Program Name: _____ Agreement: R201__ - _____ Month/Year Reported: _____

	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:												
		Income:					Racial/Ethnic Characteristics:					Female Headed Households		
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic				
						This Month		YTD	This Month	YTD				
Total Unduplicated Number Served This Month:	_____*					_____*	White:							
							Black/African American:							
							Asian:							
							American Indian/Alaskan Native:							
							Native Hawaiian/Other Pacific Islander:							
							American Indian/Alaskan Native & White:							
							Asian & White:							
							Black/African American & White:							
							Am. Indian/Alaskan Native & Black African Am:							
							Other Multi-Racial:							_____This Month
Total Unduplicated Number Served Year- to-Date (YTD):	_____**					_____**	TOTAL	_____*	_____**	_____	_____			_____YTD

Revised August 2007; Previous editions are obsolete.

* These totals must agree.

** These totals must agree with each other and be consistent with any previously submitted figures.

EXHIBIT E

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R201 __ - _____ -D **Month Covered:** _____

Municipality:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Municipality from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Municipality if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:



City of Pahokee

CITY HALL • 207 BACOM POINT RD. • PAHOKEE, FLORIDA 33476 • PHONE (561) 924-5531 • FAX (561) 924-8140

Office of the City
Manager

J.P. Sasser
Mayor

Henry Crawford Jr.
Vice Mayor

Keith Babb Jr.
Commissioner

Allie H. Biggs
Commissioner

Diane L. Walker
Commissioner

Derrek Moore
Interim City Manager

Susan Feltner
City Clerk

Gary Brandenburg
City Attorney

Herbert Crawford,
Director
Parks and Recreation

Art Ivester
Director
Port Mayaca
Memorial Gardens
Cemetery

Alvin Johnson
Director
Public Services

Kenneth Holley
Director
Community
Development

Mary Kendall
Director
Human Resources

Ted Roberts
Manager
USACE Liaison
& Special Project

September 9, 2010

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

Dear Mr. Lowery:

I am requesting that the anticipated \$46,912.00 in unexpended funds from fiscal year 2009-2010 Community Development Block Grant for the City of Pahokee be re-programmed to pursue the same activities in fiscal year 2010-2011.

At the present time, staff has made significant progress towards completing 2009-2010 activities; approval is still needed on four Housing Rehabilitations and we are awaiting completion by contractors for the other four.

Should further information be needed to process this request, please advise me.

Sincerely,

Derrek Moore
Interim City Manager &
Finance Director

Requesting funds Reallocation