



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	11,264,172				
External Revenues	<11,264,172>				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				

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

Fund \_\_\_\_\_ Depart \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period \_\_\_\_\_

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

Approval of the agenda item will appropriate funds for the NSP3 program for \$11,264,172.

C. Departmental Fiscal Review: SCFR 5-31-11  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

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

[Signature] 6/13/11  
 OFMB *cutb 6/13/11*

[Signature] 6/14/11  
 Contract Development and Control

**B. Legal Sufficiency:**

[Signature] 6/15/11  
 Senior Assistant County Attorney

**C. Other Department Review:**

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



March 16, 2011

**Housing and Community  
Development**

**Planning**

100 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3600

FAX: (561) 233-3651

[www.pbcgov.com/hcd](http://www.pbcgov.com/hcd)



**Palm Beach County  
Board of County  
Commissioners**

Karen T. Marcus, Chair

Shelley Vana, Vice Chair

Paulette Burdick

Steven L. Abrams

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

**County Administrator**

Robert Weisman, P.E.

*"An Equal Opportunity  
Affirmative Action Employer"*

Ms. Maria Ortiz-Hill, Director, CPD  
U.S. Department of Housing & Urban Development  
Region IV, Miami Field Office  
Brickell Plaza Federal Building  
909 Southeast First Avenue, Room 500  
Miami, FL 33131

**Re: Palm Beach County Neighborhood Stabilization Program 3  
(NSP 3) Agreements**

Dear Ms. Ortiz-Hill:

As instructed, enclosed are two (2) executed original grant agreements for the Neighborhood Stabilization Program 3 (NSP 3) between U. S. Department of Housing and Urban Development (HUD) and Palm Beach County. Please note that both documents are signed by the County Administrator who was delegated this authority by the Board of County Commissioners on January 11, 2011 through their adoption of Resolution R2011-0082 (attached). HCD has retained one original for our records.

Should you have any questions and/or require additional information, please do not hesitate to contact me at (561) 233-3602, or Elena M. Escovar, Planning Manager, (561) 233-3621.

Sincerely,

Edward W. Lowery, Director  
Housing and Community Development

**Attachments (2)**

- cc: Ann D. Chavis, Program Manager, HUD (w/o attachment)
- Dean Taylor, CPD Representative, HUD (w/o attachment)
- Elimaris Fernandez, NSP Specialist, HUD (w/o attachment)
- Shannon LaRocque-Baas, Asst. County Administrator, PBC
- Journey Beard, Director of Contract Development, HCD
- Elena M. Escovar, Planning Manager, HCD
- Shairette Major, Fiscal Manager, HCD
- Clement Clarke, Principal Planner, HCD
- Kimberly S. Spence, Planner II, HCD

S:\2010\_11\NSP\_3\AgreementToHUD.docx

**ATTACHMENT A**

**FUNDING APPROVAL AND GRANT AGREEMENT FOR  
NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) FUNDS  
AS AUTHORIZED AND APPROPRIATED UNDER THE WALL STREET  
REFORM AND CONSUMER PROTECTION ACT OF 2010, AMERICAN  
RECOVERY AND REINVESTMENT ACT OF 2009 AND THE HOUSING  
AND ECONOMIC RECOVERY ACT OF 2008  
(PUBLIC LAWS 111-203, 111-005 and 110-289)**

**NSP3 GRANTEE:** Palm Beach County

**NSP3 GRANT NUMBER:** B-11-UN-12-0013

**NSP3 GRANT AMOUNT:** \$11,264,172.00

**NSP3 APPROVAL DATE:** March 11, 2011

**NSP3 EXPENDITURE DEADLINE (2 YEAR):** March 11, 2013

**NSP3 EXPENDITURE DEADLINE (3 YEAR):** March 11, 2014

**GRANTEE DUNS NUMBER:** 078470481

1. This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and Palm Beach County (Grantee) is made pursuant to the authority of section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203 (July 21, 2010)) (Dodd-Frank Act), title XII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5 (February 17, 2009)) (Recovery Act) and sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289 (July 30, 2008)) (HERA). The program established pursuant to section 2301-2304 of HERA is known as the "Neighborhood Stabilization Program" or "NSP." The term "NSP2" refers to the second appropriation of NSP funds provided under the Recovery Act. The additional allocation under the Frank Dodd Act represents the third round of Neighborhood Stabilization Program funding and is referred to as "NSP3." Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants (Docket No. FR-5447-N-01, October 19, 2010) (NSP3 Notice); the Dodd-Frank Act; the Recovery Act; HERA; the Grantee's application for NSP3; the HUD regulations at 24 CFR Part 570 (as modified by the NSP3 Notice as now in effect and as may be amended from time to time) (Regulations); and this Funding Approval, including any special conditions, constitute part of the Grant Agreement. In the event of a conflict between a provision of the Grantee's Application and any provision of this Grant Agreement, the latter shall control.

2. The Grantee shall comply with reporting requirements established by HUD and OMB (including all revisions to such reporting requirements) and the Federal Funding Accountability and Transparency Act (Pub. L. 109-282) (including implementing guidance).
3. Subject to the provisions of this Grant Agreement, HUD will make NSP3 Grant Funds in the amount of \$11,264,172.00 available to the Grantee upon execution of this Grant Agreement by the parties. Of that amount, \$2,816,043.00 must be used to house individuals or families whose incomes do not exceed 50 percent of area median income, pursuant to Dodd-Frank Act. The Grantee shall have 24 months from the date of HUD's execution of this Grant Agreement to expend half of the NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The Grantee shall have 36 months from the date of HUD's execution of this Grant Agreement to expend the total NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The NSP3 Grant Funds may be used to pay eligible costs arising from eligible uses incurred after the NSP3 Approval Date provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-award planning and general administrative costs may not be paid with funding assistance except as permitted in the NSP3 Notice, as amended. Other pre-award costs may not be paid with funding assistance except as permitted by 24 CFR 570.200(h); for purposes of NSP3, such costs are limited to those incurred on or after the date that the NSP3 Notice was published by HUD.
4. The Grantee agrees to assume all of the responsibilities for environmental review, decisionmaking, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of Title I of the Housing and Community Development Act, as amended (42 U.S.C. 5304) and published in 24 CFR Part 58.
5. The Grantee agrees that it will demolish or convert units using NSP3 funds only to the extent and scope described in the NSP3 substantial amendment. The Grantee agrees that under no circumstances will NSP3 funds be used to demolish any public housing (as defined in section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a)).
6. The Grantee agrees to comply with the Recovery Act provisions concerning tenant protections applicable to NSP3 acquisitions of foreclosed property. The Grantee must document its efforts to ensure that the initial successor in interest (ISII) in a foreclosed upon dwelling or residential real property (typically, the initial successor in interest in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided bona fide tenants with the notice and other protections outlined in the Recovery Act. The Grantee will not use NSP3 funds to finance the acquisition of property from any initial successor in interest that failed to comply with applicable requirements unless the Grantee assumes the obligations of such initial successor in interest with respect to bona fide tenants. If the Grantee elects to assume such obligations, it may only do so if the tenant is still occupying the property and will provide any tenant displaced as a result of the NSP3 funded acquisition with the

assistance outlined in 24 CFR 570.606. If the Grantee knows that the ISII did not comply with the NSP tenant protection requirements and vacated the property contrary to the NSP requirements, NSP3 funds cannot be used to acquire such properties.

7. The Grantee further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration.
8. This Grant Agreement may be amended only with the prior written approval of HUD. In considering proposed amendments to this Grant Agreement, HUD shall also review, among other things, whether the amendment is otherwise consistent with the Dodd-Frank Act, the Recovery Act, HERA, the NSP3 Notice, as amended, and the Regulations.
9. The Grantee may not amend its Grantee Submission other than as described above; however, such amendments will be subject to the requirements of the NSP3 Notice and any revisions HUD may make to the NSP3 Notice (or any successor Notice or regulation).
10. The Grantee must respond in writing to any citizen complaint within 15 working days, if feasible, and send a copy of the response to HUD. The Grantee shall at all times maintain an up-to-date copy of its Grantee Application, including all amendments approved by HUD, on its Internet website. Further, the Grantee shall maintain information on all drawdowns, deposits, and expenditures of grant funds and program income under this Funding Approval and Grant Agreement and any other records required by 24 CFR 570.506 and the NSP3 Notice, as amended, in its files and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, or the Comptroller General of the United States.
11. The Grantee is advised that providing false, fictitious or misleading information with respect to NSP3 Grant Funds may result in criminal, civil or administrative prosecution under 18 USC § 1001, 18 USC § 1343, 31 USC § 3729, 31 USC § 3801 or another applicable statute.
12. Close-out of this grant shall be subject to the provisions of 24 CFR 570.509 or such close-out instructions as may hereafter be issued by HUD specifically for NSP3 grants.

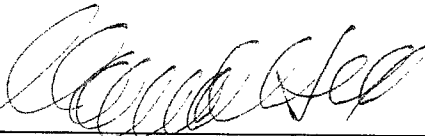
Special Conditions apply to this Grant Agreement and are detailed in Attachment A.


[Remainder of this page blank]

This NSP3 Grant Agreement is binding with respect to HUD in accordance with its terms upon the execution by HUD in the space provided below, subject to execution on behalf of the Grantee.

**The United States Department of  
Housing and Urban Development**

**The Grantee  
[Insert Grantee Name]**

  
\_\_\_\_\_  
Signature of Authorized Official

  
\_\_\_\_\_  
Signature of Authorized Official

Maria R. Ortiz  
\_\_\_\_\_  
Name of Authorized Official

Robert Weisman  
\_\_\_\_\_  
Name of Authorized Official

Director / Community Planning & Devlp. Div  
\_\_\_\_\_  
Title of Authorized Official

County Administrator  
\_\_\_\_\_  
Title of Authorized Official

3/11/11  
\_\_\_\_\_  
Date of Signature

3/15/2011  
\_\_\_\_\_  
Date of Signature

59-6000785  
\_\_\_\_\_  
Grantee Tax Identification Number

Special Conditions to Funding Approval and Grant Agreement For  
Neighborhood Stabilization Program (NSP) Funds  
as Authorized and Appropriated by the Wall Street Reform and Consumer Protection Act of  
2010, the American Recovery and Reinvestment Act of 2009  
and the Housing and Economic Recovery Act of 2008  
(Public Laws 111-203, 111-5 and 110-289)

NSP3 Grantee: **Palm Beach County**  
NSP3 Grant Number **B-11-UN-12-0013**  
NSP3 Grant Amount: **\$ 11,264,172.00**  
NSP3 Approval Date: **March 11, 2011**

Special Condition:

1. Pursuant to 24 CFR 85.12 (a), a special condition applies to this Grant Agreement because Palm Beach County will be receiving technical assistance agreement with a HUD technical assistance provider. The County will carry out in a timely manner all actions agreed to under this agreement. If the County fails to carry out such actions in a timely manner, HUD may thereafter withhold authority to incur additional obligations of NSP3 Grant Funds or take other actions authorized under 24 CFR 82.12(b).

A handwritten signature in cursive script, likely belonging to a representative of the County or HUD, is located in the lower right quadrant of the page.



RESOLUTION NO. R-2011- 0082

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE THE NEIGHBORHOOD STABILIZATION PROGRAM 3 GRANT APPLICATION, STANDARD FORM 424, CERTIFICATIONS, AGREEMENT WITH HUD, SUBRECIPIENT AGREEMENTS, AND ALL OTHER DOCUMENTS RELATED TO IMPLEMENTATION OF THE NEIGHBORHOOD STABILIZATION PROGRAM 3.

WHEREAS, The State of Florida remains one of the hardest hit states nationwide by the real estate industry crisis; and

WHEREAS, Palm Beach County has a significant number of homes foreclosed upon or in the foreclosure process; and

WHEREAS, the Palm Beach County Board of County Commissioners intends to utilize all available resources to enable the full recovery of the County's housing and real estate industry from its current negative condition; and

WHEREAS, on July 21, 2010 the President of the United States signed the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act), which appropriated \$907 million for assistance in the redevelopment of abandoned and foreclosed homes known as the Neighborhood Stabilization Program 3 (NSP3); and

WHEREAS, on October 19, 2010 Palm Beach County was officially notified of the NSP3 funding availability, the statutory program requirements, and the application submission deadline of March 1, 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA:

The County Administrator or his designee is authorized to execute the Neighborhood Stabilization Program 3 grant application, Standard Form 424, Certifications, Agreement with HUD, Subrecipient Agreements, and all other documents related to implementation of the Neighborhood Stabilization Program 3.

The foregoing Resolution was offered by Commissioner Aaronson, who moved its adoption. The motion was seconded by Commissioner Vana and being put to a vote, the vote was as follows:

KAREN T. MARCUS, Chair	-	Aye
SHELLY VANA, Vice Chair	-	Aye
PAULETTE BURDICK	-	Aye
STEVEN L. ABRAMS	-	Aye
BURT AARONSON	-	Aye
JESS R. SANTAMARIA	-	Aye
PRISCILLA A. TAYLOR	-	Aye

The Chairperson thereupon declared the Resolution duly passed and adopted this 11th day of January, 2011.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGAL SELF SUFFICIENCY

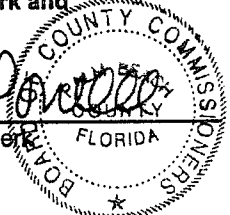
ATTEST: SHARON R. BOCK, Clerk and Comptroller

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

By: [Signature] Sharon R. Bock, Clerk and Comptroller

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, SHARON R. BOCK, Clerk and Comptroller  
certify this to be a true and correct copy of the original  
filed in my office on JAN 11 2011

dated at West Palm Beach, FL on 1/11/2011  
By: [Signature] Sharon R. Bock, Deputy Clerk



ATTACHMENT B

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

FUND 1113 -NEIGHBORHOOD STABILIZATION PROGRAM 3

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>REVENUE</b>								
143-1428-3154	Community Development Block Grant	0	0	11,264,172	0	11,264,172		
	<b>TOTAL REVENUE</b>	<b>0</b>	<b>0</b>	<b>11,264,172</b>	<b>0</b>	<b>11,264,172</b>		
<b>EXPENDITURES</b>								
143-1428-1080	Personal Services - Indirect	0	0	25,000	0	25,000		
143-1428-3124	Lega Services - County Attorney	0	0	10,000	0	10,000		
143-1428-3401	Other Contractual Services	0	0	25,000	0	25,000		
143-1428-4001	Travel and Per Diem	0	0	10,000	0	10,000		
143-1428-4941	Registration Fees	0	0	5,000	0	5,000		
143-1428-4946	Advertising/Legal	0	0	15,000	0	15,000		
143-1428-5101	Office Supplies	0	0	10,000	0	10,000		
143-1428-8101	Contributions - Non Govt Agencies	0	0	2,816,044	0	2,816,044		
143-1428-8301	Contributions for Individuals	0	0	7,321,712	0	7,321,712		
143-1428-9902	Operating Reserves	0	0	1,026,416	0	1,026,416		
	<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>11,264,172</b>	<b>0</b>	<b>11,264,172</b>		

Housing and Community Development  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures Edward J. ... Date 5/31/2011

By Board of County Commissioners  
At Meeting of :  
June 21, 2011  
Deputy Clerk to the  
Board of County Commissioners