

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | |
|----------------------|-------------|--|--|
| Meeting Date: | May 1, 2012 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| | | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |

Department: Department of Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Receive and File: One (1) Agreement and two (2) Amendments to Agreements, as follows:

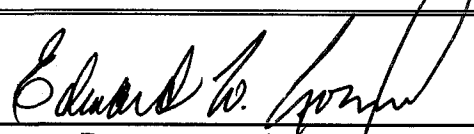
- A) Agreement with the City of Delray Beach under the 2005 Disaster Recovery Initiative Program (DRI2);
- B) Amendment No. 001 to the Agreement with the City of Delray Beach under DRI2; and
- C) Amendment No. 002 to an Agreement (R2011-1029) with Neighborhood Renaissance, Inc. under the Neighborhood Stabilization Program 2 (NSP2).

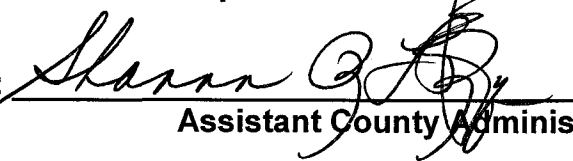
Summary: In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached Agreement and Amendments have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator, or designee, in accordance with Agenda Items R2006-1351 and R2009-1122, approved by the Board on July 18, 2006, and July 7, 2009, respectively. The Agreement and Amendments are now being submitted to the Board to receive and file. **These are Federal DRI2 and NSP2 funds which require no local match.** (DES Contract Development) Districts 2, 3, 4 and 5 (TKF)

Background and Justification: On July 18, 2006, the Board approved (R2006-1351) the award of \$980,000 in DRI2 funds to the City of Delray Beach in order to assist a minimum of 24 households to make repairs to their homes for damages caused by Hurricane Wilma. On January 31, 2008, the County entered into an Agreement (R2008-1482) with the City of Delray Beach to provide \$980,000 in DRI2 funds for this purpose. The Agreement was amended by Amendment No. 001 (R2009-0208) on February 3, 2009, and by Amendment No. 002 (R2009-1972) on November 17, 2009. A second Agreement (R2010-1282) was executed on June 22, 2010, a third Agreement (R2011-0049) was executed October 28, 2010, and a fourth Agreement was executed on December 20, 2011, to continue these rehabilitation activities. Amendment No. 001 to the fourth Agreement provides for corrections to scrivener's errors. **This funding is projected to create 19 jobs and have a five (5) year Economic Sustainability Impact of \$1,060,400.**

On April 5, 2011, the Board approved (R2011-0559) the award of \$9,500,000 in NSP2 funds to Neighborhood Renaissance, Inc. (NRI), for the acquisition and rehabilitation of at least 50 foreclosed housing units to be used for affordable rental housing. On May 5, 2011, the County entered into an Agreement (R2011-1029) with NRI to provide \$9,500,000 for this purpose. On January 5, 2012, the County executed Amendment No. 001 (R2012-0134) to the Agreement to extend the expiration of the Agreement through November 15, 2012. On January 24, 2012, the Board approved an increase of \$2,000,000 in funding for NRI. Amendment No. 002 increases the amount funded under the Agreement by \$2,000,000. **This funding is projected to create 86 jobs and have a five (5) year Economic Sustainability Impact of \$10,761,200.**

Attachments: Documents as listed in A through C above.

| | | | |
|------------------------|---|----------|--|
| Recommended By: |  | 4/3/2012 | |
| | Department Director | Date | |

| | | | |
|---------------------|---|---------|--|
| Approved By: |  | 4/23/12 | |
| | Assistant County Administrator | Date | |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2012 | 2013 | 2014 | 2015 | 2016 |
|---|------------------|------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | \$2,494,607.03 | | | | |
| External Revenues | (\$2,494,607.03) | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | -0- | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | -0- | | | | |

Is Item Included In Current Budget? Yes X No

Budget Account No.:

City of Delray Beach

Housing Rehabilitation:

Fund 1106 Dept 143 Unit 1421 Object 8101 Prog. Code/Period DRI210-GY06: \$472,444.50

Temporary Relocation:

Fund 1106 Dept 143 Unit 1421 Object 8101 Prog. Code/Period DRI210B-GY06: \$5,000.00

Activity Delivery:

Fund 1106 Dept 143 Unit 1421 Object 8101 Prog. Code/Period DRI210C-GY06: \$17,162.53

Neighborhood Renaissance

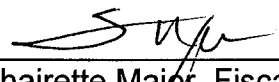
Fund 1112 Dept 143 Unit 1426 Object 8201 Prog. Code/Period N213A-GY09: \$1,000,000

Fund 1112 Dept 143 Unit 1426 Object 8201 Prog. Code/Period N213A1-GY09: \$1,000,000

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

Approval of this agenda item will allocate \$494,607.03 to the City of Delray Beach and will allocate an additional \$2,000,000 to Neighborhood Renaissance, Inc.

C. Departmental Fiscal Review:

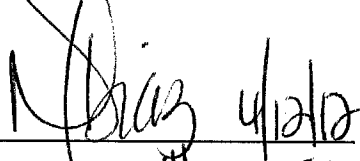
 4-3-12
Shairette Major, Fiscal Manager I

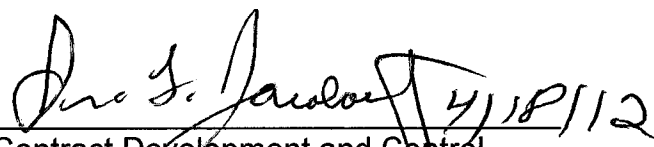
III. REVIEW COMMENTS

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

Item B - Amendment 001 with Delray Beach reduces the award amount from 698,69.29 to 494,607.03

Item C - In addition to increasing funding, the expiration date of the agreement is extended from 11/15/12 to 1/31/13

 4/12/12
OFMB 4/14/12

 4/18/12
Contract Development and Control 4-18-12 B. Checkley

B. Legal Sufficiency:

 4/19/12
Senior Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF DELRAY BEACH

THIS AGREEMENT, entered into this _____ day of 12-20-2011, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, and the City of Delray Beach, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 100 NW 1st Avenue, Delray Beach, FL 33444.

WHEREAS, Palm Beach County has entered into a Contract (Number 07DB-3V-10-60-01-Z07) with the State of Florida, Department of Economic Opportunity, in connection with the State's 2005 Disaster Recovery Initiative Program which the State is implementing for the use of grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program; and

WHEREAS, the City of Delray Beach was allocated certain funds under said Contract to implement specified activities under the 2005 Disaster Recovery Initiative Program; and

WHEREAS, The City of Delray Beach, having entered into a prior Agreement between the Municipality and the County (R2008-1482) dated January 31, 2008, as amended by Amendment 001 (R2009-0208) on February 3, 2009, and by Amendment 002 (R2009-1972) on November 17, 2009 (collectively hereinafter the "First Agreement"), and a continuation of the project contained in a prior Agreement between the Municipality and the County (R2010-1282), dated June 22, 2010 (hereinafter the "Second Agreement"), and a continuation of the project contained in a prior Agreement between the Municipality and the County (R2011-0049) dated October 28, 2010, (hereinafter the "Third Agreement"), for the implementation of funds to provide specified activities under the Community Development Block Grant, has not fully expended all of the aforementioned funds, and both parties are in mutual agreement to continue the work commenced under the prior agreements, and to utilize the remaining funds to provide specified activities for eligible activities; and

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

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

PART I

DEFINITIONS, PURPOSE AND APPLICABLE CONDITIONS1. DEFINITIONS

- (a) "County" means Palm Beach County.
- (b) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
- (c) "HCD" means Palm Beach County Housing and Community Development.
- (d) "Municipality" means the City of Delray Beach.
- (e) "State" means the State of Florida, Department of Community Affairs.
- (f) "Contract" means Contract Number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida, Department of Economic Opportunity.
- (g) "HCD Approval" means the written approval of the HCD Director or his designee.
- (h) "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. All the beneficiaries of a project funded under this Agreement shall be low income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by HCD in its sole discretion.

3. APPLICABLE CONDITIONS

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

Community Development Block Grant,
Final Rule, 24 C.F.R., Part 570;
Florida Small and Minority Business Act, s
288.702-288.714, F.S.;
Florida Coastal Zone Protection Act, s
161.52-161.58, F.S.;
Local Government Comprehensive
Planning and Land Development
Regulation Act, Ch. 163, F.S.;
Title I of the Housing and Community
Development Act of 1974, as amended;
Treasury Circular 1075 regarding
drawdown of CDBG funds;
Sections 290.0401-290.049, F.S.;
Rule Chapter 9B-43, Fla Admin. Code.;
Department of Community Affairs
Technical Memorandums;
HUD Circular Memorandums applicable to
the Small Cities CDBG Program;
Single Audit Act of 1984;
National Environmental Policy Act of 1969
and other provisions of law which
further the purpose of this Act;
National Historic Preservation Act of 1966
(Public Law 89-665) as amended and
Protection of Historic Properties (24

C.F.R., part 800);
Preservation of Archaeological and
Historical Data Act of 1966;
Executive Order 11593 - Protection and
Enhancement of Cultural Environment;
Reservoir Salvage Act;
Safe Drinking Water Act of 1974, as
amended;
Endangered Species Act of 1958, as
amended;
Executive Order 12898 - Environmental
Justice
Executive Order 11988 and 24 C.F.R. Part
55- Floodplain Management;
The Federal Water Pollution Control Act of
1972, as amended (33 U.S.C., s 1251 et.
seq.);
Executive Order 11990 - Protection of
Wetlands;
Coastal Zone Management Act of 1968, as
amended;
Wild and Scenic Rivers Act of 1968, as
amended;
Clean Air Act of 1977;
HUD Environmental Standards (24 C.F.R.
Part 58);

City of Delray Beach

Farmland Protection Policy Act of 1981;
Clean Water Act of 1977;
Davis - Bacon Act;
Contract Work Hours and Safety Standards
Act of 1962, 40 U.S.C. s. 327 et. seq.;
The Wildlife Coordination Act of 1958, as
amended;
The Solid Waste Disposal Act, as amended
by the Resource Conservation and
Recovery Act of 1975 (42 U.S.C., s.
6901 et. seq.;
Noise Abatement and Control:
Departmental Policy Implementation,
Responsibilities and Standards, 24
C.F.R. Part 51, Subpart B;
Flood Disaster Protection Act of 1973, P.L.
92-234;
Protection of Historic and Cultural
Properties under HUD Programs, 24
C.F.R. Part 59;
Coastal Zone Management Act of 1972,
P.L. 92-583;
Architectural and Construction Standards;
Architectural Barriers Act of 1968, 42
U.S.C. 4151;
Executive Order 11296, relating to the
evaluation of flood hazards;
Executive Order 11288, relating to
prevention, control and abatement of
water pollution;
Cost-Effective Energy Conservation
Standards, 24 C.F.R., Part 39;
Section 8 Existing Housing Quality
Standards, 24 C.F.R., Part 882;
Coastal Barrier Resource Act of 1982;
Federal Fair Labor Standards Act, 29
U.S.C. s. 201 et. seq.;
Title VI of the Civil Rights Act of 1964 -
Non-discrimination;
Title VII of the Civil Rights Act of 1968 -
Non-discrimination in housing;
Age Discrimination Act of 1975;
Executive Order 12892 - Fair Housing;
Section 109 of the Housing and
Community Development Act of 1974,
Non-discrimination;
Section 504 of the Rehabilitation Act of
1973 and 24 C.F.R., Part 8;
Executive Order 11063 - Equal
Opportunity in Housing;
Executive Order 11246 -
Non-discrimination;
Section 3 of the Housing and Urban
Development Act of 1968, as amended -
Employment /Training of Lower
Income Residents and Local Business
Contracting;
Uniform Relocation Assistance and Real
Property Acquisition Policies Act of
1970, P.L. 100-17, and 49 C.F.R. Part
24;
Copeland Anti-Kickback Act of 1924;
Hatch Act;
Title IV Lead-Based Paint Poisoning

Prevention Act (42 U.S.C. s. 1251 et.
seq.);
OMB Circulars A-87, A-122 and A-133, as
revised;
Administrative Requirements for Grants, 24
C.F.R. Part 85;
Section 102 of the Department of Housing
and Urban Development Reform Act of
1989 and 24 C.F.R. Part 12;
Emergency Rule 9BER05-2, CDBG
Disaster Recovery Funds;
HUD program requirements for disaster
recovery projects as published in Federal
Register, Vol. 69, No. 237 (December 10,
2004) [Docket No. FR-4959 - N-01].

PART II

CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Municipality has proposed to rehabilitate and upgrade property to meet applicable housing and building codes in order to effectuate repairs of damages caused by Hurricane Wilma, activities determined to be Housing, Rehab Single Unit Residential, 24 CFR 570.202. The Municipality certifies that the eligible housing activities carried out under this Agreement will benefit low- and moderate income persons as described in the scope of work in Attachment "A", and as defined in 24 CFR 570.208(a)(3).

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 \$698,659.29 (as more specifically detailed in Exhibit "A" hereto) for the period of November 18, 2011 through and including September 16, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Reimbursement for Eligible Project Costs: The Municipality, having entered into a Third Agreement (R2011-0049), dated October 28, 2010 with the County from October 28, 2010 to September 16, 2011, for the implementation of funds to provide specified activities under the Community Development Block Grant, has not fully expended all of the aforementioned funds. Both parties are in mutual agreement to continue this project, and to utilize the remaining funds to provide specified activities for eligible activities. Therefore, the Municipality may submit reimbursement requests to HCD for eligible costs incurred for eligible activities expended during the eligibility period between October 28, 2010 through and including September 16, 2012.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under State Contract Number 07DB-3V-10-60-01-Z07. 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 September 16, 2012.

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

(a) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HCD Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) ADDITIONAL HCD, COUNTY, AND U.S. HUD REQUIREMENTS

HCD shall have the right under this Agreement to suspend or terminate payments if after 15 days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by HCD, the County, the State, or U.S. HUD.

(g) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All change orders;
- (c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A".

- (h) All program income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HCD as indicated herein. 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.

The requirements of this section shall survive the expiration of this Agreement.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, financial status, familial status, marital status, sex, sexual orientation, 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

All the beneficiaries of a project funded under this Agreement shall be low income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by HCD in its sole discretion. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The Municipality shall provide written verification of compliance to HCD upon HCD's request.

4. EVALUATION AND MONITORING

The Municipality agrees that HCD will carry out periodic monitoring and evaluation activities

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

Due to the strict grant completion deadlines, performance requirements as detailed in Exhibit "A" will be closely monitored by HCD. Substandard performance, as determined by HCD, will constitute noncompliance with this Agreement. If corrective action is not undertaken by the Agency within a reasonable period of time after being notified by HCD, contract termination or suspension procedures will be initiated. The Agency agrees that that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement.

5. AUDITS AND INSPECTIONS

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

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

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved, in whole or part, with CDBG 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 (5) years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

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

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

10. INSURANCE BY MUNICIPALITY:

Without waiving the right to sovereign immunity as provided by s. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s. 768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

ASBESTOS LEGAL LIABILITY, OR SIMILAR THIRD PARTY POLLUTION LIABILITY

In the event that asbestos or a similar pollution is indicated in a subject property, the Municipality shall ensure that the Contractor shall agree to maintain Pollution Liability, or similar Asbestos Legal Liability, at a minimum limit not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate providing coverage for damages, including but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be provided on a stand-alone policy or by way of endorsement to the Commercial General Liability policy. When a self-insured retention or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to evaluating the acceptability of a higher self-insured retention or deductible in relationship to the Contractor's financial condition. Coverage shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured.

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:

- (a) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Municipality;
- (b) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) Florida Statutes, Chapter 112;
- (g) Palm Beach County Purchasing Code;
- (h) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended;
- (i) The Municipality's personnel policies and job descriptions; and
- (j) The Municipality's Certificate of Insurance.
- (k) Contract Number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida, Department of Community Affairs.

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.

(a) 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.

(b) TERMINATION DUE TO CESSATION

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

17. SEVERABILITY OF PROVISIONS

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

18. AMENDMENTS

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

19. NOTICES

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

20. INDEPENDENT AGENT AND EMPLOYEES

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

21. NO FORFEITURE

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

22. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 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 Palm Beach County Code Sections 2-421 to 2-440, the County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County agreements, contracts, transactions, accounts and records. All parties doing business with the County and receiving County funds, including the Municipality, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and to detect waste, corruption and fraud.

24. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of forty-five (45) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

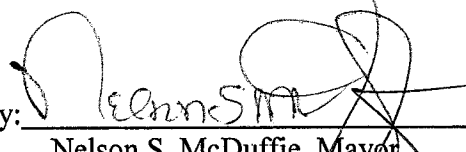
25. ENTIRE UNDERSTANDING


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

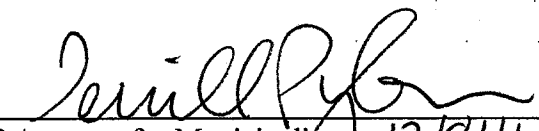
WITNESS our Hands and Seals on this _____ day of 12-20-2011, 20____.

(MUNICIPALITY SEAL BELOW)

CITY OF DELRAY BEACH

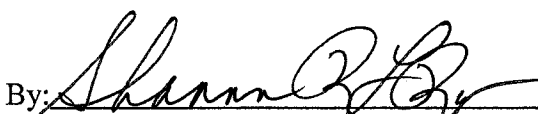
By: 
Nelson S. McDuffie, Mayor

By: 
Chevelle D. Nubin, City Clerk

BY:  12/8/11
Attorney for Municipality
(Signature Optional)


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

**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Shannon R. LaRocque-Baas, P.E.
Assistant County Administrator

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

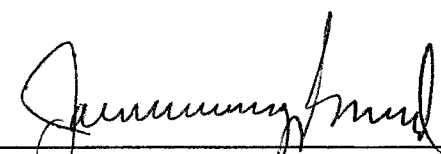
By: 
Journey Beard, Director
Contract Development and Quality Control

EXHIBIT "A"
WORK PROGRAM NARRATIVE

I. THE PARTIES AGREE THAT:

- A. **PRIOR AGREEMENTS:** The project contained in this Agreement is a continuation of the project contained in a prior Agreement between the Municipality and the County (R2008-1482) dated January 31, 2008, as amended by Amendment 001 (R2009-0208) on February 3, 2009, and by Amendment 002 (R2009-1972) on November 17, 2009 (collectively hereinafter the "First Agreement"), and a continuation of the project contained in a prior Agreement between the Municipality and the County (R2010-1282), dated June 22, 2010 (hereinafter the "Second Agreement"), and a continuation of the project contained in a prior Agreement between the Municipality and the County (R2011-0049) dated October 28, 2010, (hereinafter the "Third Agreement"), to make available \$698,659.29 in 2005 Disaster Recovery Initiative Program (DRI-2) funds to assist a minimum of twenty-four (24) households in the City of Delray Beach in order to rehabilitate and upgrade these structures to meet applicable housing and building codes, and in order to effectuate repairs of damages caused by Hurricane Wilma. The terms and conditions of the First Agreement, Second Agreement and Third Agreement are incorporated herein by reference.
- B. **ELIGIBLE PAYMENTS AND/OR REIMBURSEMENTS:** All payments and/or reimbursements deemed eligible under the First, Second, and Third Agreements shall be eligible under this Agreement.
- C. **PROJECT ACCOMPLISHMENTS:** The project requirements contained in the First, Second and Third Agreements are repeated herein in substantial form. Changes have been made in order to update these requirements for this Agreement. The parties recognize that the following project activities have been accomplished, and where indicated below, the County has paid and/or reimbursed the Municipality for such project activities:
- (1) The Municipality has accepted applications, processed applicant files, received funding approval from the County for homeowners, expended funds on rehabilitation activities, and received reimbursement from the County in the amount of \$370,606.69 for rehabilitation construction costs and related expenses.
 - (2) The Municipality has employed an Inspector in connection with the rehabilitation activities outlined herein, submitted payroll forms and related documents for the work of the Inspector, and received reimbursement from the County in the amount of \$35,881.
 - (3) The Municipality has completed the rehabilitation of twenty (20) housing units.

II. THE MUNICIPALITY AGREES TO:

- A. **OVERVIEW:**
The purpose of this Agreement is to make funds available to the Municipality under the State of Florida funded 2005 Disaster Recovery Initiative Program to enable the Municipality to implement a housing rehabilitation program ("Program") in conjunction with which it may provide technical and financial assistance to qualified low income property owners (as defined herein) who reside in detached one dwelling structures (used entirely for residential purposes) and located within its Municipal boundaries. Assistance under the Program shall be provided in order to rehabilitate and upgrade these structures to meet applicable housing and building codes and in order to effectuate repairs of damages caused by Hurricane Wilma. Work on these properties may include, but is not limited to, roofing, electrical, plumbing, structural repairs, painting, doors, windows, and hurricane protection, provided that these repairs are practical and feasible. The Municipality will assist a minimum of twenty four (24) households. The final number of homes addressed with funding made available under this Agreement shall depend on the actual cost of undertaken projects, and therefore may vary from the stated number.
- B. **REGULATORY STANDARDS:**
The regulatory standards applicable to the activities undertaken in connection with this Agreement shall include but not be limited to the ones listed below, and those enumerated

elsewhere in this Agreement. Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

- HUD:** U. S. Department of Housing and Urban Development regulations (24 CFR Part 570).
HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 35).
HUD: HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.
TITLE X: Title X - Residential Lead-Based Paint Hazard Reduction Act of 1992.
EPA: U.S. Environment Protection Agency regulations (40 CFR Part 745).
EPA: U.S. Environment Protection Agency regulations (40 CFR Part 61).
OSHA: Occupational Safety and Health Administration regulations (29 CFR Part 1926).
PBC: Palm Beach County Purchasing Code.

The Municipality recognizes and understands that the applicable regulations, statutes, ordinances, or all other applicable documents may be amended from time to time during the term of this Agreement. The Municipality agrees to abide by all such amendments as relates to the activities undertaken in connection with this Agreement, and as determined by HCD.

The Municipality recognizes and understands that during the term of this Agreement, new regulations, statutes, ordinances, and other applicable documents may be issued that affect the activities undertaken in connection with this Agreement. The Municipality agrees to abide by all such new regulations, statutes, ordinances, and other applicable documents as determined by HCD.

Should, after the execution of this Agreement, it be discovered that requirements concerning certain activities to be undertaken in connection with the Agreement are absent, the parties agree to abide by the decision of the State on such requirements. In the event that the State elects not to provide a decision on an absent requirement, or allows for a local choice in the matter, the parties agree that all requirements pertaining to any such matter shall be at the discretion of the County.

C. PROGRAM ADMINISTRATOR:

The Municipality shall designate an employee of the Municipality to be the "Program Administrator" in connection with projects undertaken under this Agreement, and notify HCD of the identity of such Program Administrator. The Program Administrator shall act as the primary contact person between HCD staff and persons designated by the Municipality to be involved in implementing projects undertaken under this Agreement. In addition to channeling communication from and to HCD and the Municipality, and from and to HCD and the above described designated persons, the Program Administrator shall review all materials and files submitted by the Municipality to HCD in connection with this Agreement, and shall be the recipient of all materials and files provided by HCD to the Municipality. The Program Administrator shall track and maintain awareness of the status and progress of all undertaken projects and submit the reports required hereunder.

D. PROGRAM INSPECTOR:

The Municipality shall employ an "Inspector" in connection with this Agreement. The Inspector shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Inspector shall at minimum perform inspections of residential structures for compliance with housing and building codes, determine the feasibility of undertaking rehabilitation, prepare construction specifications and cost estimates, review construction bids, inspect rehabilitation construction work in progress, and review and approve contractor payment requests. The Inspector shall be able to review lead-based paint inspection and risk assessment reports and determine the actions to be taken to comply with federal lead-based paint regulations, maintain inspection records and reports, prepare change orders, initiate various notification letters and conduct necessary correspondence.

If the Municipality wishes to request HCD for reimbursement of that portion of the Inspector's salary which is attributable to work done in connection with this Agreement, then

the Municipality shall provide HCD the following as a pre-requisite to its reimbursement request for each Inspector:

- Documentation showing that the position of the Inspector (if such position was filled as a new position as a result of this Agreement) was competitively solicited prior to the Inspector's appointment to the position, and showing that the opening for this position was advertised in a public forum to elicit applications from other prospective applicants.
- A copy of the letter notifying the Inspector of his/her appointment to this position.
- Documentation showing the annual or hourly salary paid for the position of Inspector.
- Personnel policy relating to vacation and sick leave.

When requesting reimbursement for the Inspector's work hours in connection with this Agreement, the Municipality shall submit the following:

- With each reimbursement request, a copy of the daily time sheets which account for all time worked by the Inspector on all assignments. These time sheets must be detailed enough to allow HCD staff to distinguish between hours worked on rehabilitation projects being pursued in connection with this Agreement and other hours worked by the Inspector. The time sheets must also show the specific tasks undertaken by the Inspector on such projects as well as the time taken to complete each task. The Municipality shall ensure that time is kept to regular hours as much as possible and shall ensure that no excessive overtime is spent on these projects.
- With each reimbursement request, copies of the payrolls and paychecks to the Inspector corresponding to the above time sheets, as well as copies of documents proving that FICA was paid for the period corresponding to the one for which the reimbursement is being claimed.

E. PROGRAM ADVISOR:

The Municipality shall employ an "Advisor" in connection with this Agreement. The Advisor may be an employee of the Municipality or a qualified consultant under contract with the Municipality. If the Municipality elects to retain a consultant to provide the services of an Advisor, and if it wishes to be reimbursed by the County for its consultant expenses, the Municipality shall procure the services of such consultant in accord with the requirements of this Agreement. In such instance, the Municipality shall submit its request for proposal for consultant services package to HCD and obtain a letter of approval prior to soliciting proposals, and the Municipality shall obtain HCD approval prior to awarding the contract for these consultant services.

The Advisor shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Advisor shall at minimum perform a variety of program implementation tasks including the participant application process, the applicant eligibility determination process, financial underwriting, loan closing, and expenditure tracking and reconciliation.

F. OUTREACH AND APPLICANT SELECTION:

The Municipality's outreach effort in publicizing the rehabilitation program being undertaken in connection with this Agreement shall include announcements at public meetings, announcements in local newspapers, distribution of flyers/brochures to affected residents, and the placement of notices at City Hall and the Municipality's neighborhood resource center.

The Municipality shall develop, publish to its residents, and use its own selection method for applicants to be funded under this Agreement, provided that such method is fair and equitable, and provided that it does not in any manner violate any of the provisions contained in this Agreement.

G. THE APPLICATION PROCESS:

The Municipality shall invite each selected applicant to submit a written, signed, and dated application (for the purposes of this Agreement, all owners of a property to be rehabilitated who reside at such property shall be regarded as applicants, and "applicant" as referred to herein shall also mean the plural term "applicants"). The Municipality shall advise the applicant of the Program's objective and explain the type of work undertaken under the Program without specific reference to the applicant's property. Applicants shall be advised that the primary purpose of the Program is to address property deficiencies to the extent practicable and feasible to meet applicable housing and building code standards and to effectuate repairs of damages caused by Hurricane Wilma.

Applicants shall be advised of Program requirements to receive assistance and the steps

involved in the rehabilitation process and their role in it. Applicants shall also be informed of the financing arrangements available under the Program.

The application shall solicit information about the applicant such as:

- Name of applicant(s) and any other household members residing at the property (whether related to the property owner or not) and relationship to property owner(s) as well as contact telephone numbers.
- Address of the property, legal description and the Property Control Number.
- Social security numbers, dates of birth of applicant(s) and ages of household members.
- Employment information on all household members.
- All other income for the household including: wages, salaries, bonuses, pensions, social security, disability, unemployment, self employment, rental income, interest, dividends, public assistance, alimony, child support, and income derived from assets.
- A listing of all assets owned by the applicant(s) and their associated value.
- Information about any mortgages on the property.
- Insurance information including name of insurer, agent, address, policy number, and type, amount, and dates of coverage.

In conjunction with accepting an application from a selected applicant, each such applicant shall be asked to submit documentation in support of the application such as copies of: deed, mortgage(s), pay stubs, driver's license, social security card, death certificates, the last IRS tax return (last two returns for self-employed persons), and copies of insurance policies.

The Municipality shall obtain from the applicant for the applicant's file a copy of the driver's license or other picture identification document for each adult household member of the applicant, and shall obtain a copy of the social security card for each household member.

At the time of application submission, a preliminary review shall be made of the information provided and the applicant shall be requested to sign certain pertinent release forms that enable the Municipality to verify information in the application with outside parties. Other such forms shall also be signed by the applicant at later times as the need arises in the process of reviewing the application. These release forms may include, but are limited to: employment verification, social security benefits verification, and pension verification.

In order to avoid any duplication of benefits, applicants shall be asked to provide signed certifications regarding the receipt of any insurance, SBA, or FEMA payments for damages to the property resulting from Hurricane Wilma. The Municipality shall devise a certification form to be used by each applicant to certify whether or not the applicant received any insurance payments (which certification form shall be placed in the applicant's file). In addition, each applicant shall be required to sign a release form to be submitted to FEMA (provided herein as Exhibit "B") for the purpose of verifying the receipt of any FEMA payments in connection with damages resulting from Hurricane Wilma. The Municipality shall fax this release form to FEMA with a request for information, regardless of whether the applicant applied for, or received, any FEMA assistance, and place FEMA's response in the applicant's file. The County shall provide the Municipality with FEMA contact information at a later date. Furthermore, the Municipality shall verify whether the applicant received any assistance from the United States Small Business Administration (SBA) by verifying the presence of the applicant's name on a list of SBA recipients to be provided by the County to the Municipality at a later date. The Advisor shall complete, sign and place a form in the applicant's file indicating whether the applicant's name appears on SBA's list.

At time of application, the Municipality shall establish whether the applicant's property suffered damages from Hurricane Wilma. As a condition for receiving assistance, each applicant must be documented as having had damage to their home from Hurricane Wilma by means of:

- a certification from the Municipality, or
- a copy of a FEMA verification/claim, or
- an insurance claim, or
- an affidavit from the applicant that is attested by the Municipality.

At time of application, the Municipality shall provide each applicant with a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", informing applicants of the potential risk of lead hazard exposure from renovation activity that may be performed in their homes, and the Municipality shall obtain from the applicant a signed

receipt indicating that the applicant has received the stated pamphlet which receipt shall be placed in the applicant's file.

In conjunction with accepting an application from a selected applicant, the Municipality shall determine and document the "year built" of the applicant's home. The source to be used for "year built" information shall be the Palm Beach County Property Appraiser whose data may be accessed through the internet at <http://www.co.palm-beach.fl.us/papa/index.htm>. The Municipality shall obtain a print out of the "year built" information and place it in the file for each applicant.

H. THE INITIAL INSPECTION PROCESS:

The Inspector shall perform an inspection of the property proposed for rehabilitation for the purpose of assessing the conditions of the property and to determine if rehabilitation is necessary and feasible. If the Inspector determines that the property did not sustain any damages from Hurricane Wilma, then the Municipality shall reject the application for assistance by providing the applicant written notice of such determination. If the Inspector determines that the property did sustain damages from Hurricane Wilma (as supported by the documentation mentioned above), then the Inspector shall determine if the repair of such damages as well as the work needed to address all housing and building code violations is feasible within the funding limits of the program.

In making this determination special attention shall be given to un-permitted additions and un-permitted enclosures. Un-permitted additions and un-permitted enclosures that can be practically improved as part of the rehabilitation process, and within the funding limits, may be undertaken. Un-permitted additions and un-permitted enclosures that cannot be practically improved as part of the rehabilitation process, and within the funding limits, shall be removed in conjunction with the rehabilitation process.

Rehabilitation shall be deemed "feasible" when the cost of complying with the requirements of the Program as specified in this Agreement can be achieved within the funding limits established for the Program. That is, the cost of meeting the requirements of applicable code standards, hurricane damage repairs, lead-based paint remediation, hurricane protection, etc. In the event that the cost of complying with the requirements of the Program exceeds the funding limits established for this Program, rehabilitation may still be deemed "feasible" if the sum of the amount funded through this Program as specified in this Agreement plus amounts funded by the applicant (such as SBA/FEMA payments, insurance proceeds, or the applicant's personal funds) are sufficient to meet the cost of complying with the requirements of the Program.

In this regard, after considering the amount of funding per applicant as allowed by this Agreement, and any SBA/FEMA payments and insurance proceeds, the Advisor shall discuss the anticipated costs with the applicant, and explore the possibility and potential of the applicant providing the gap in funds needed for the project. As part of this discussion, the Advisor shall not only consider the rehabilitation cost estimate provided by the inspector, but also other associated costs such as mortgage recording fees and termite treatment costs. Pursuant to this discussion, the Municipality shall then reach a decision whether to further pursue the project based on the ability of the applicant to fund the aforesaid gap from the applicant's resources or from a lender. Upon determining that a project cannot be undertaken based on the above (that is, the project is not feasible), the Municipality shall issue the applicant an application rejection letter in which it shall provide the reason for the rejection. For every such rejected project, the Inspector shall prepare a cost estimate to be maintained in the applicant's file to support such a determination.

The Municipality shall proceed with processing projects that are deemed feasible. For projects built before January 1, 1978, whenever feasible, the Municipality shall obtain a lead-based paint inspection/risk assessment report as specified below.

At the time of application intake, or at any time thereafter during contact with an applicant or a household member of the applicant, if the Advisor finds out about a disability of the applicant or a household member of the applicant, the Advisor shall inform the Municipality's Inspector of such finding. Alternatively, the Inspector may find out about such a disability based on contact with an applicant or a household member. After determining that a project is feasible, and in conjunction with preparing a work write-up for a project, the Inspector shall obtain an affidavit from the applicant regarding the disability (if the disability affects a

household member who is not a minor, either that person or the applicant may provide the affidavit). The Inspector may use a general affidavit form for this purpose. The affidavit must identify the person with the disability, it must describe the disability to the affiant's best knowledge, and it must describe the remedies proposed by the affiant to accommodate the disability that can be undertaken through the Program. The Municipality is encouraged to suggest the inclusion of any remedies that can be undertaken by the Program that come to its attention while in contact with the applicant, with household members, or while inspecting the property. The Municipality is cautioned not to omit any information the affiant wishes to put in the affidavit.

The original affidavit must be placed in the applicant's file, and a copy must be presented with the work write-up when that is submitted to HCD for approval before bidding as required below. HCD shall examine the contents of the affidavit to determine if the work write-up has sufficiently addressed the accommodations needed, and consult with the County Attorney's office when necessary to achieve appropriate accommodation.

In this regard, the Municipality is reminded that in addition to physical impairments that may be encountered, disabilities may also include neurological impairments, mental impairments, and emotional impairments that might come to its attention. During its discussions with the applicant or a household member of the applicant, the Municipality shall inquire: a) if the disability is expected to be of long, continued, and indefinite duration, b) if the disability substantially impedes the person's ability to live independently, and c) if the disabled person's ability to live independently can be improved by more suitable housing conditions. The Municipality shall inform the applicant that disclosure of a disability will in no way affect the application for assistance.

I. THE VERIFICATION PROCESS:

During this process, the Advisor shall verify the information provided by the applicant with outside parties, and obtain additional information that is necessary in reaching a decision on whether to proceed with the project or not.

The verification process shall include:

- (1) **INCOME VERIFICATION:** The Municipality shall obtain written income verification of the applicant's household in order to establish eligibility under the Program. A household is defined as: "All persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements (24CFR Part 570)". A household shall be regarded as being eligible to receive assistance under the Program if the projected prevailing rate of household annual income received from all sources by household size is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area. The current median income and schedule of qualifying incomes by household size shall be as revised and published in the Federal Register by HUD from time to time. The household annual income information to be used for eligibility determination under the Program shall be that in effect on the date funding is approved for each applicant.

Annual income of all household members shall be determined according to the HUD Section 8 method. In this regard, it should be noted that the HUD Section 8 method of computing income in part takes into account income from assets (actual and imputed, as applicable).

Income shall be verified through use of verification forms signed by the pertinent household member authorizing verification by the source of income or by obtaining documentation produced by a third party that establishes income information. Verification forms may include forms such as:

- employment verification
- unemployment benefit verification
- pension benefit verification
- social security benefit verification
- disability benefit verification
- veteran's benefit verification
- verification of benefits administered by HRS

- interest income verification

Each income earning household member must provide a signed copy of their last IRS return including attachments (last 2 returns for a self-employed person). It is recognized that IRS rules do not require the filing of a return if a person's income for example is below a certain amount as established by the IRS and revised from time to time. In such instance where an income-earning household member does not file a return, a notation shall be so indicated on the application form.

The Municipality shall, for each adult household member who does not earn any income, obtain an affidavit from such household member indicating that no income is earned by such person.

In the course of establishing and verifying household income for each applicant, the Municipality shall reconcile annual income information with annual household expenses reported by the applicant or determined by the Municipality. While reviewing this income and expense data, the Municipality shall examine such data for consistency allowing for reasonable living expenses of the household (such as food, clothing, and transportation). Where annual obligations and other household expenses (such as mortgage payments, car loans, utilities, and real estate taxes) appear to constitute substantial portions of household income not allowing room for reasonable living expenses, the Municipality shall further investigate annual income and expense information with the applicant in order to resolve unreconciled differences between both. If resolution of such matters cannot be reached to the satisfaction of HCD, the applicant's request for assistance may be suspended until satisfactorily resolved or else may be rejected.

- (2) **TITLE VERIFICATION:** The Municipality shall place in the file for each applicant copies of documents that show that the title of record to the property proposed for rehabilitation is held by the applicant (such as a deed or court order). (Tax records shall not constitute adequate proof in this regard). (Documents showing that the applicant holds a life estate in the property shall be acceptable).

The Municipality shall assure that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005. If the applicant is not able to demonstrate compliance with this requirement, the Municipality shall reject the applicant from participation in the Program in writing. A copy of the rejection letter shall be maintained in the applicant's file.

- (3) **REAL ESTATE TAX VERIFICATION:** The Municipality shall place in the file for each applicant copies of documents that show that the real estate taxes for the property proposed for rehabilitation have been paid in full.
- (4) **MORTGAGE VERIFICATION:** In order to avoid funding an applicant who has mortgage obligations that are delinquent and that may lead to foreclosure and eventual loss of the property proposed for rehabilitation, the Municipality shall verify with the mortgagee that mortgage payments are current. Applicants, determined to have delinquent mortgage payments or who are in foreclosure shall be rejected by the Municipality in writing after having given the applicant a reasonable period of time to correct these conditions. Copies of rejection letters shall be maintained in the applicant's file.
- (5) **INSURANCE VERIFICATION:** The Municipality shall document that the applicant, at minimum, maintains homeowner insurance on the property proposed for rehabilitation.

If the property is in a flood zone "A" or flood zone "V", the applicant shall be required to maintain flood insurance on the property and the Municipality shall, before closing, maintain documentation evidencing such insurance coverage in the applicant's file. Such coverage shall be at least equal to the sum of the anticipated mortgage encumbrance against the property resulting from this Program and the balance of all other senior mortgage encumbrances against the property.

The applicant shall also provide copies of all insurance claims, insurance settlements,

and insurance payments received in connection with damages to the property. The Municipality shall obtain from the applicant an affidavit in connection with all insurance funds received by the applicant for damages to the property. If the applicant did not receive any insurance funds for damages to the property, then the Municipality shall obtain from the applicant an affidavit to that effect to be placed in the applicant's file.

- (6) ENVIRONMENTAL REVIEW: The Municipality shall complete an environmental review checklist for each property proposed for rehabilitation in accord with the requirement of 24 CFR Part 58 and maintain such in the applicant's file. In addition, the Municipality shall complete the Categorical Exclusion Suggested Format form provided herein as Exhibit "C" and submit such form with its required documentation to HCD for review and approval. The Municipality shall rectify all matters brought to its attention by HCD that are related to the contents of the Categorical Exclusion Suggested Format form as a precondition to proceeding with the project.
- (7) LEAD-BASED PAINT VERIFICATION: All dwelling units built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. The Municipality shall retain the services of an EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor to perform a surface-by-surface investigation (of all interior and exterior painted, stained, varnished or shellacked surfaces, regardless of whether or not such surfaces will be disturbed in course of rehabilitation) in order to determine the presence of lead-based paint, and shall submit to HCD a report containing the results of the inspection and risk assessment. The report shall identify surfaces containing lead-based paint which are in a stable condition (regarded not to constitute a hazard), and surfaces which contain lead-based paint and which are deteriorated or subjected to friction or impact (regarded to constitute a hazard). The findings of the report shall be used by the Municipality in preparing the work items intended to accomplish lead-based paint remediation, and shall be used for the preparation and provision of the Lead-based Paint Notice of Evaluation and/or Presumption as required by applicable regulations.

The services of the lead-based paint inspector/risk assessor retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. In such instance, the Municipality shall submit its request for proposals for consultant services package to HCD and obtain a letter of approval prior to soliciting proposals, and the Municipality shall obtain HCD approval prior to awarding the contract for these consultant services. (It is suggested that the above services also include the clearance testing services mentioned below).

The Municipality shall pay the lead-based paint inspector/risk assessor for the above mentioned reports and clearance testing services as approved by HCD, and request HCD for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

J. THE WORK WRITE-UP PREPARATION PROCESS:

If upon review of the information verified through the preceding process the applicant appears to be qualified, a work write-up shall be prepared by the Inspector for the rehabilitation project. The work write-up shall contain a detailed list of construction specifications the execution of which will correct the deficiencies at the property and will upgrade the property to the extent practicable and feasible to applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). The work write-up shall also contain items to address lead-based paint remediation, hurricane protection, energy efficiency and conservation, and ones that are intended for the removal of architectural barriers and the correction of damages caused by Hurricane Wilma.

- (1) CODE RELATED ITEMS: These are work items that are intended to correct code violations, that is the correction of deficiencies at the property which are not in compliance with applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). These items may also include compliance with any historic preservation requirements applicable to the property.

- (2) HURRICANE PROTECTION ITEMS: The work write-up shall include work items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible.
- (3) HOMEOWNER ASSOCIATION REQUIREMENTS: Should the work write-up contain items that are also regulated by a homeowner association, then the work write-up shall address the requirements of the homeowner association for such items only, such as complying with color or style requirements for exterior building components, and obtaining homeowner association approval of building materials or exterior building components. In such instances the work write-up shall require the contractor to submit such for approval by the homeowner association prior to the commencement of the work.
- (4) DISABILITY ACCOMMODATIONS: In the event that an applicant and/or a household member has a disability that comes to the attention of the Municipality, an affidavit shall be obtained from the applicant/household member which contains remedies proposed by the affiant to accommodate the disability that can be undertaken through the program as previously described. When the disability is expected to be of long, continued, and indefinite duration, and if the disability substantially impedes the person's ability to live independently, and if the disabled person's ability to live independently can be improved by more suitable housing conditions, then the work write-up shall include such work items (remedies proposed by the affiant) that would accommodate the disability and that can be undertaken through the Program.
- (5) REHABILITATION/DEMOLITION OF UN-PERMITTED ENCLOSURES AND ADDITIONS: The work write-up shall provide for the improvement of existing un-permitted additions and enclosures such that they comply with applicable codes if feasible and practical, and within the funding limits. Un-permitted additions and enclosures that are not feasible or practical to improve as part of the rehabilitation process, and within the funding limits, shall be demolished. Mortgagee/lien-holder consent to demolish shall be obtained when there are existing mortgages/liens on the property.
- (6) LEAD-BASED PAINT REMEDIATION: If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:
 - A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
 - A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
 - A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
 - A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

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

The work write-up may also include items that achieve the remediation of surfaces

which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Municipality's option. The inclusion of such optional items may be intended to achieve a lead free house, or where the house is permanently occupied by at least one child less than six (6) years old.

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

- (7) **INCLUSION OF ENVIRONMENT REVIEW REQUIREMENTS:** The work write-up shall include any work required as a result of the completion of the environmental review of the property (such as noise attenuation).
- (8) **ASBESTOS CONTAINING MATERIALS:** Should the Inspector, while preparing the work write-up, encounter suspect asbestos containing materials, such as transite siding, or should the Inspector encounter a current or prior non-residential use of the property (the house and its surrounding site), then the Inspector shall inform HCD of such observation. HCD shall then cooperate with the Municipality to obtain an asbestos survey of the property in order to determine the presence of asbestos containing materials, which if found, shall be addressed in accord with applicable regulations. Each work write-up submitted to HCD shall be accompanied by a certification from the Inspector who prepared the work write-up indicating whether or not there is any evidence of a current or prior non-residential use of the property.
- (9) **APPLICANT'S WORK WRITE-UP REVIEW AND APPROVAL:** The Inspector shall review the completed work write-up with the applicant who shall sign a review and approval statement indicating:
 - That the work write-up has been reviewed with the applicant.
 - That the applicant understands the scope of work and the specifications of the work to be performed on the applicant's property.
 - The applicant's agreement that no changes to the work write-up specifications will occur except for items needed to meet housing or building code requirements.
 - The applicant's authorization allowing the Municipality to obtain bids for the work contained in the work write-up.
- (10) **HCD WORK WRITE-UP APPROVAL AND IN-HOUSE COST ESTIMATE:** Each completed work write-up signed by the applicant shall be maintained in the applicant's file. After incorporation of any requirements resulting for the completion of the environmental review into the work write-up, the Municipality shall provide HCD, for HCD's approval before bidding, a copy of such work write-up showing the Inspector's in-house cost estimate for each item in the work write-up. The work write-up shall be accompanied by a copy of lead-based paint inspection/risk assessment report, a copy of the aforesaid asbestos certification as prepared by the Inspector, as well as copies of any disability affidavits. HCD shall advise the Municipality of its determination concerning its review of the work write-up within ten (10) working days of its receipt.

K. BIDDING AND BID EVALUATION:

Bids for the work detailed in the work write-up shall be solicited by the Municipality from contractors on a list of bidders established by the Municipality. The Municipality shall determine the requirements (such as licensing and insurance requirements) to be met by such contractors for admission to the list of bidders. For projects requiring lead-based paint abatement, the rehabilitation contractor submitting a bid must be, or must hire, a certified lead-based paint abatement contractor as a subcontractor.

The bid documents to be used for this purpose shall include the address, property owner, and property owner contact information for the property to be rehabilitated, shall require bidders to visit the property, and shall specify the location, date, and time by which bids must be submitted. The bid documents shall specify the number of days after bid opening that bids are to remain valid. The bid documents shall contain provisions for addressing inconsistencies, interpretations, and supplemental instructions, as well as provisions for the modification, withdrawal, rejection, and award of bids. The bid documents shall contain the warranty and release of liens requirements as well as the insurance requirements for both the

contractor and the lead-based paint abatement contractor (or subcontractor). The bid documents shall contain the Federal requirements applicable to projects funded under the Program.

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

For projects requiring lead-based paint abatement, the bid documents shall specify the number of days for which the Program shall pay for occupant temporary relocation, if any. The bid documents shall specify that the Program shall pay for occupant temporary relocation costs for the pre-specified number of days, and shall specify that the contractor shall be responsible for the cost of all subsequent occupant temporary relocation made necessary as a result of the contractor's failure to pass any clearance testing. The bid documents shall indicate that the cost of all occupant temporary relocation necessitated as a result of the contractor's failure to pass any clearance testing and paid by the Municipality, shall be deducted from the contractor's payment.

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

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

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

The Municipality shall evaluate the lowest bid to establish whether the total bid is within the funding limit, and shall provide the applicant an opportunity to contribute to the project any funds needed for the project above the funding limit. Funding shall be recommended for the lowest responsive responsible bidder. Should the applicant wish to select another bidder, then the difference in cost between the lowest bidder and that selected by the applicant shall be funded by the applicant.

Should the Municipality wish to place a limit on the number of construction contracts that may be awarded to a participating contractor at any one time under its Program, then the Municipality shall disclose such conditions in the bid documents.

The Municipality shall secure the services of a vendor in connection with the Program to provide inspections for, and treatment of, termites and other wood destroying organisms (extermination) where such infestation is found. The contract for these services shall cover the property of all the applicants participating in the Program, shall be provided on an "as needed basis", and shall establish the cost of such services for use when needed. Before securing these services, the Municipality submits its request for proposals for extermination vendors to HCD and obtain a letter of approval prior to soliciting proposals, and the Municipality shall obtain HCD approval prior to awarding the contract for these services.

Should the Municipality not be able to obtain HCD approval for the aforesaid contract, or

should it choose to solicit these extermination services for each applicant on a project by project basis, then the Municipality shall, in like manner as described above, establish a list of companies qualified to provide such services, and shall, for each applicant, solicit, obtain, and evaluate bids from such companies for the treatment of termites and other wood destroying organisms that may be found at the property to be rehabilitated under the Program. Funding shall be recommended for the lowest responsive responsible bidder. Should the applicant wish to select another bidder, then the difference in cost between the lowest bidder and that selected by the applicant shall be funded by the applicant.

L. PROJECT UNDERWRITING:

The Municipality shall complete a project underwriting process which entails undertaking several tests to verify if Program requirements have been met. This process also entails the formulation of a funding recommendation when such requirements are met, or the rejection of the application if these requirements cannot be met by the applicant. The Municipality shall, for each applicant, document the following:

- (1) **INFORMATION CONSISTENCY:** The Municipality shall assure that the information submitted by the applicant and other information verified through third parties or gathered by the Municipality is consistent. If the preceding cannot be met, the Municipality shall request the applicant to provide corrected information or an explanation such that satisfactory consistency exists in the opinion of the Municipality and HCD. Failure to do so particularly where willful falsification exists shall be regarded as grounds for rejection of the application and denial of any assistance.
- (2) **PROPERTY LOCATION:** The Municipality shall assure that the property to be rehabilitated is located within its municipal boundaries. An applicant whose property is not located within these boundaries shall be rejected.
- (3) **PROPERTY ELIGIBILITY:** The Municipality shall assure that the property to be rehabilitated is a detached one, dwelling structure entirely used for residential purposes. The Inspector, at the time of initial inspection, shall establish the number of units at the project and its use for residential purposes. If the number of units exceeds one detached dwelling unit, such condition shall be remedied by actions that result in no more than one detached dwelling unit after rehabilitation by including the removal of any excess units in the work write-up. Any such demolition shall not result in the displacement of any occupant and shall comply with One-for-One Replacement regulations. If the property is not entirely used for residential purposes, such condition shall be remedied by actions that result in elimination or conversion of non-residential portions of the property to residential use.
- (4) **OCCUPANCY/RESIDENCY:** The Municipality shall assure that the applicant resides at the property to be rehabilitated which shall be determined at the time the property is inspected and through the applicant's address as revealed by the various documents received during the application/verification process. If the applicant does not occupy the property, the applicant shall demonstrate extenuating circumstances for not residing at the property. Rehabilitation may proceed provided that the rehabilitation renders the property occupiable, and provided that the applicant submit a written commitment prior to funding approval clearly indicating the intent of the applicant to reside at the property after completion of the rehabilitation process. Extenuating circumstances may include certain circumstances such as damages from hurricane Wilma, or a determination of the property's unfitness for habitation by a building or other official for reasons of safety or other danger at the property that can be remedied through the Program. HCD shall determine the type of documentation necessary and/or acceptable to demonstrate the existence of these extenuating circumstances, and if the extenuating circumstances are acceptable.
- (5) **PROPERTY OWNERSHIP:** The Municipality shall assure that the title of record to the property proposed for rehabilitation is held by the applicant at the time of application and that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005.

Note: the above condition requiring that the applicant have an ownership interest in the property to be rehabilitated does not preclude other parties who do not reside at the property from having an ownership interest in the property in addition to that of the

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applicant. These other parties are not regarded to be part of the applicant's household, however any such other parties having an ownership interest must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property. In instances where the applicant has a life estate, all "remainder men" must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property.

- (6) REAL ESTATE TAX PAYMENT: The Municipality shall assure that the real estate taxes for the property proposed for rehabilitation have been paid in full and shall place in the file for each applicant copies of documents showing the same.
- (7) CURRENT MORTGAGE PAYMENTS: For applicants who have mortgage obligations, the Municipality shall assure that such mortgage obligations are not delinquent and that mortgage payments are current.
- (8) PROPERTY INSURANCE: The Municipality shall assure that the applicant, at minimum, maintains homeowner insurance on the property proposed for rehabilitation, and if the property is in a flood zone "A" or flood zone "V", it shall assure that the applicant maintains flood insurance on the property. If such insurance is not in place at the time of application, then the Municipality shall, before closing, obtain documentation evidencing such insurance coverage.
- (9) DAMAGES FROM HURRICANE WILMA: The Municipality shall assure that the applicant's property suffered damages from Hurricane Wilma as previously described.
- (10) RECEIPT OF SBA OR FEMA BENEFITS AND INSURANCE PROCEEDS: The Municipality shall assure that there is not duplication of benefits. The Municipality shall verify the receipt of any SBA and/or FEMA payments by the applicant in connection with Hurricane Wilma and shall document such. The Municipality shall verify the receipt of any insurance proceeds by the applicant in connection with Hurricane Wilma and shall document such.
- (11) LEAD HAZARD PAMPHLET: The Municipality shall assure that each applicant has received a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", and shall obtain from the applicant a signed receipt for such pamphlet.
- (12) LEAD NOTICE: For each property built before 1/1/78, the Municipality shall assure that each applicant has received a Lead-based Paint Notice of Evaluation and/or Presumption and shall obtain from the applicant a signed receipt for such notice.
- (13) ENVIRONMENTAL AND HISTORIC REVIEW: The Municipality shall assure that there are no environmental or historic considerations that would prevent the rehabilitation of the property, and that it has complied with all environmental and historic requirements.
- (14) PRESENCE OF ASBESTOS: The Municipality shall assure that the rehabilitation of the property shall not cause any asbestos exposure and it shall comply with applicable asbestos regulations when there is evidence of a current or prior non-residential use at the property (the house and its surrounding site).
- (15) HOUSEHOLD INCOME: The Municipality shall assure that the annual income of the household occupying the property to be rehabilitated as received from all sources, by household size, is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

M. PROGRAM COSTS, FUNDING LIMITS AND SECURITY:

- (1) ELIGIBLE PROGRAM COSTS: The following expenses shall be regarded as eligible costs under the Program:
 - Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons, replacement of principal fixtures and components of existing

structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures, which may be undertaken singly, or in combination.

- Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment.
- Improvements to increase the efficient use of water through such means as water saving faucets and shower heads and repair of water leaks.
- Improvements to provide windstorm protection to render rehabilitated homes less vulnerable to future wind related damage.
- Connection of residential structures to water distribution lines or local sewer collection lines (excluding payment of certain associated fees, such as impact fees, not eligible under the CDBG program).
- Costs of flood insurance premiums and associated service charges as established under the National Flood Insurance Program for a period of up to three years.
- Costs of inspecting, testing, and abatement of lead-based paint and asbestos containing materials pursuant to applicable regulations.
- Costs associated with the processing of rehabilitation applications such as a title search or state and local fees for recording documents prepared in conjunction with the Program.
- Costs of obtaining construction related professional services including architectural, engineering, and surveying services, including the preparation of related technical documents, and inspections associated with execution of the content of such documents as pertains to the rehabilitation work.
- Costs of performing inspections of termite or other wood destroying organisms and extermination thereof.
- Construction contingency funds at an amount which is the lesser of five percent (5%) of the construction contract amount or \$1,000.
- Costs of the Inspector, as described herein, and where a separate budget is provided under this Agreement.
- Temporary relocation costs for the members of the household where rehabilitation is being performed.

(2) **FUNDING LIMITS AND SECURITY:** All costs for each applicant, except for temporary relocation costs and the cost of the Inspector and/or an Advisor, shall be provided as a loan subject to the following:

- The maximum funding amount per applicant for payment of rehabilitation construction costs and incidental expenses regarded as eligible under this Agreement: \$40,000.

- Security: A mortgage and promissory note, in the amount funded to the applicant, shall be executed by all property owners of record at the closing described below and shall be recorded by the Municipality in the public records of Palm Beach County immediately after such closing. The Municipality shall be the mortgagee on all such mortgages and shall be the beneficiary of the promissory notes.

Note: all additional funds, not included in the mortgage and promissory note, and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note, before such funds are expended. The notice of future advance and a copy of the promissory note shall be promptly recorded by the Municipality in the public records in like manner.

- Interest rate: 0%.

- Term: 10 years for amounts funded up to \$20,000, and 15 years for amounts funded that are equal to or greater than \$20,000.

- Repayment Provisions and Events of Default: No repayment shall be made by the mortgagor during the term of the mortgage, except that the entire principal amount of the loan (and any other amounts required by the mortgage) shall be repaid by the applicant in the event of default as specified in the mortgage including the lease, sale, transfer of title to, or disposition of, the mortgaged property.

- Repayment of funds during the term of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives during the term of this Agreement. The Municipality may request the County to add such transmitted funds received during the term of this Agreement to the amount funded under this Agreement for such uses as described in the Agreement.

- Repayment of funds after the expiration of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives after the expiration of this Agreement. The County shall then transmit such funds to the State. **The provisions of this clause shall survive the expiration of this Agreement.**

N. PROJECT APPROVAL:

Upon assurance of project compliance with the requirements of the Program, and formulation of a funding recommendation for the applicant, the Municipality shall submit to HCD the entire applicant file compiled to date and a financial write-up of the project by which the Municipality requests HCD to approve funding for the applicant. HCD shall advise the Municipality of its determination concerning its review of the financial write-up within ten (10) working days of HCD's receipt of the financial write-up.

The financial write up shall contain the following information:

- Applicant/Owner Information: the name and address of the applicant, the names of the owners, and a statement concerning the presence of any owners that do not occupy the property.
- Household Information: identify the persons in the household, their relationship and ages.
- Household Income Information: identify each household member receiving an income, the type of income, and the amount of monthly income, provide the household annual income, and a statement that the household is income eligible.
- Property Information: provide a unit description (one unit substandard detached residence), occupancy status (owner occupied), year built, year acquired, number of bedrooms, square footage area, a statement that the property sustained damages from Hurricane Wilma, and a statement that the property is located within the municipal boundaries.
- Property Obligations: identify the status of real estate tax and mortgage payments, and property insurance coverage.
- Project Costs: list all project costs for items such as Inspection/risk assessment report, clearance test, rehabilitation construction, termite treatment, recording fees, and construction contingency, and provide a total cost for the project.
- Receipt of Benefits/Proceeds: provide a statement concerning the applicants receipt of any SBA/FEMA benefits and/or any insurance proceeds, the amount thereof, and an explanation of which portion of such received funds will be contributed by the owner to the cost of the project.
- Funding Eligibility: provide a statement that the applicant is eligible to receive funding in accord with the Agreement between the County and the Municipality.
- Funding Recommendation: provide a funding recommendation indicating the recommended sources of funds, and the amount from each source, to meet the total cost of the project.
- Submission Statement: provide a statement identifying the person who prepared and submitted the financial write-up on behalf of the Municipality and provide a signature and date for submission from such person.
- Funding Approval: provide a section for HCD to indicate its approval of the funding recommendation and a signature and date for such approval, and allow a section for HCD comments in this regard.

O. PROJECT CLOSING:

Upon approval of project funding by HCD, the Municipality shall prepare certain project documents to be executed at the closing which shall be attended by The Advisor, the applicant, and the contractor for the project that has been selected through the bid process.

The Municipality shall assure that the following has occurred as a pre-requisite to closing:

- The Inspector shall conduct a pre-closing pre-construction site conference/walk-through with the applicant and the contractor. At this walk-through the participants shall review the scope of work to be performed, the schedule of work, and they shall establish whether there is a need for the homeowner to move any personal or household items to facilitate the contractor's work.
- The Advisor shall receive evidence of contractor insurance as specified in the bid documents and construction contract which evidence shall be placed in the applicant file.
- The Advisor shall verify that the project contractor does not appear on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs (see <http://www.epls.gov/>).
- For projects requiring lead-base paint abatement, the Advisor shall receive from the contractor an occupant protection plan prepared according to applicable regulations.

The closing shall be conducted by the Advisor who shall review all documents with the applicant prior to execution. The documents to be executed by the applicant shall include:

- Mortgage.
- Promissory Note.
- Notice of Commencement.
- Notice to Proceed.
- Contract for Exterminating Services (between the applicant and the exterminating company).
- Construction Contract (between the applicant and the contractor).

Note: All owners of record (including the applicant(s) who reside at the property and owners who reside elsewhere) must execute the mortgage and promissory note. In instances where the applicant has a life estate, all "remainder men" must join the applicant in executing the mortgage and promissory note.

The documents to be executed by the contractor shall include:

- Construction Contract (between the applicant and the contractor).
- Certification of Non-Segregated Facilities.
- Certification of Eligibility of General Contractor.
- Non-Collusion Affidavit of Prime Bidder.
- Anti-Kickback Affidavit.

The Advisor shall provide the contractor blank payment request forms for the contractor's use and after the closing shall obtain the exterminating company's counter signature on the Contract for Exterminating Services. The Municipality shall, immediately after the closing, assure that the original executed mortgage accompanied by a copy of the promissory note, and the notice of commencement are recorded in the public records of Palm Beach County. The Inspector shall, immediately after recording, assure that a certified copy of the recorded Notice of Commencement is posted in a visible location at the property to be rehabilitated.

The Municipality shall assure that all funds from other sources, except funds to be provided under this Agreement, intended for a project regardless of source shall be available at closing. This shall include all the applicant's contributions, all insurance proceeds and/or any payment from SBA/FEMA (or other agency), as well as all the Municipality's funds to be used for the project. All such funds shall be held in escrow by the Municipality and shall be expended on the project before the Municipality requests HCD for the reimbursement of funds made available under this Agreement for the project as described below.

For projects where lead-based paint abatement is to be performed and where the occupants of the house are to be temporarily relocated, the Advisor shall, at the closing, coordinate the abatement work days and the temporary relocation dates with the applicant, the contractor, the Inspector, and the hotel.

The Municipality shall use a Document Affidavit, a blank form of which shall be provided to it by HCD, in connection with closings for property owners who are unable to read (for illiterate persons and for persons who due to a physical disability are unable to read), and who do understand English. The Advisor shall list on this affidavit all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to read these documents to the property owner. The Advisor shall prepare and deliver these documents to the reader in advance of the closing to allow enough time for reading. The Document Affidavit shall be executed by the reader and secured by the Advisor for the closing to be placed in the applicant file.

The Municipality shall use a Translated Document Affidavit, a blank form of which shall be provided to it by HCD, in connection with closings for property owners who do not understand English. The Advisor shall list all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to translate these documents to the property owner noting that an oral translation is sufficient, provided that the nature and effect of the documents is translated. The Advisor shall prepare and deliver these documents to the translator in advance of the closing to allow enough time for translation. The Translated Document Affidavit shall be

executed by the translator and secured by the Advisor for the closing to be placed in the applicant file.

P. REHABILITATION CONSTRUCTION:

The Inspector shall inspect the work in progress being performed by the contractor and review and approve all construction draws made against the contract. The applicant shall approve all work requested for payment. A minimum ten percent (10%) retainage shall be applied to each progress draw, with the accumulated retainage amount released in conjunction with final payment and upon satisfactory submission and approval by HCD of all required project closeout documentation.

All lead-based paint remediation, temporary relocation of occupants, notifications, clearance testing, and related documentation shall be carried out in compliance with HUD lead-based paint regulations for projects funded under the Program.

During construction, change orders for unforeseen code related work items necessitating an increase in the contract amount may be approved provided contingency funds are available. If contingency funds are insufficient, additional funds may be obtained for the project as described below. The Municipality shall request HCD's approval of all change orders before they are signed regardless of whether or not the change orders cause an increase in the contract amount. HCD shall advise the Municipality of its determination concerning its review of change orders within ten (10) working days of HCD's receipt of the proposed change order.

Upon completion of the work, the contractor shall ensure that all work has been approved by the building department with jurisdiction over the project, and obtain the necessary permit approvals. The contractor shall request a final inspection by the Municipality which shall be followed by the Municipality providing the contractor with a punch list of deficiencies (if such deficiencies exist) to be corrected by the contractor prior to final payment.

When the work is fully completed, the Municipality shall obtain the applicant's approval of the final payment. The final payment shall be subject to the Municipality's receipt of the following from the contractor:

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

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

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

- A copy of the executed construction contract.
- A copy of the contractor's bid showing the work items and the cost of each.
- A copy of the contractor's payment request approved by the Inspector and the applicant, which shows the work items approved for payment and their costs, and which provides an accounting of the contract amount, change orders, retainages, payments to date, deductions and a computation of the approved payment.
- A copy of the check tendered in payment by the Municipality.

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

- A copy of the contractor's payment request as specified above.
- A copy of the check tendered in payment by the Municipality.

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

- A copy of the contractor's roof nailing affidavit.

- A copy of the contractor's warranty.
- A copy of the contractor's release of lien.
- A copy of the abatement report.
- A copy of the contractor's payment request as specified above.
- A copy of the check tendered in payment by the Municipality.

Extermination, if necessary, shall be carried out after completion of construction and as scheduled by the Advisor. The Municipality shall inspect the extermination work and review and approve the payment for such services. The applicant shall also approve extermination work requested for payment.

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

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

- A copy of the executed contract for exterminating services.
- A copy of the company's invoice approved by the Municipality and the applicant.
- A copy of the check tendered in payment by the Municipality.

Q. TEMPORARY RELOCATION POLICY:

The Municipality shall not cause the permanent dislocation of any persons as a result of implementing the Program. The parties to this Agreement recognize that the rehabilitation process may in some instances require the temporary relocation of the applicant and the applicant's household members due to activities such as lead-based paint abatement or during extermination of wood destroying organisms. Accordingly, the Municipality hereby adopts the below Temporary Relocation Assistance Policy and obligates itself to making the payments associated therewith.

Temporary Relocation Assistance Policy: Should in the course of rehabilitation activities undertaken under the Program envisioned by this Agreement, the necessity arise to temporarily relocate the members of the household where rehabilitation is being performed (while lead-based paint abatement is taking place, or during extermination of wood destroying organisms, for example), then the Municipality shall pay for the cost of accommodations (hotel/motel) incurred while temporarily housing such household members away from the home being rehabilitated. The Municipality shall endeavor to minimize the cost of such accommodations while arranging for accommodations that are as close to the home being rehabilitated as possible, for the least number of nights possible, and while minimizing disruption to the family (that is, maintaining proximity to day care, schools, or work).

The Municipality shall pay the business provider of such temporary housing the cost of such temporary relocation from the budget established for such purpose in this Agreement, after having procured such services in accord with this Agreement. The County shall reimburse the Municipality for temporary relocation payments in connection with this Agreement up to the amount in the allocated budget.

The Municipality shall not secure any such temporary relocation payments by the mortgage given by the applicant under the Program. Nothing herein shall preclude the applicant from voluntarily temporarily relocating to a location of the applicant's choice (such as with friends or family) while Program activities are underway without seeking payment from the Municipality.

R. PROJECT CLOSEOUT:

After all project contracts, invoices, and expenses have been paid, the Municipality shall prepare and submit to HCD, along with the entire applicant file compiled to date, a closeout statement which shall show all allocated funds, and an itemized listing of all payments made on behalf of the applicant, and all undisbursed funds and their disposition. Funds that have been secured by the mortgage and that have not been expended shall be credited by the Municipality to the applicant as a principal reduction of the loan. The closeout statement, shall be prepared and signed by the Advisor, and shall be placed in the applicant file with a copy provided to the applicant.

S. OTHER RELATED MATTERS:

(1) **PROGRAM DOCUMENTS:** Prior to the Municipality's use of any documents listed below in connection with this Agreement, the Municipality shall submit the following to HCD for approval: Lead-Based Paint Notice of Evaluation and/or Presumption, Lead-based Paint Notice of Hazard Reduction Activity, bid documents and solicitation documents for all services, construction contract, notice of commencement, release of liens, warranty, extermination contract, mortgage, promissory note, notice of future advance, and affidavits. The Municipality shall use the above documents as approved by HCD in connection with this Agreement. After the execution of this Agreement, the Municipality agrees to submit, in like manner, any other Program documents requested of it by HCD for review and approval.

(2) **DATE VALIDITY OF DOCUMENTS:** The below identified documents contained in applicant files at the time of funding approval by HCD shall be no more than six months old:

- Income verifications and income affidavits.
- Verification of real estate and mortgage liabilities.
- Evidence of owner's funding.

Note: Construction and extermination contractor's bid proposal validity date may be voluntarily extended by a letter from the contractor, and if not voluntarily extended by the contractor, the Municipality shall procure such services again through the bid process.

(3) **ADDITIONAL FUNDING:** The Municipality may request additional funding in excess of amounts approved by HCD for a project (such as for change orders), provided that the sum of additional funding and original project funding does not exceed the funding limit per applicant established in this Agreement. In its request, the Municipality shall identify the purpose of the additional funds and provide a detailed accounting of the items to be funded.

In the instance where such sum would exceed the funding limit per applicant established in this Agreement, the applicant shall be given the opportunity to make up any funding short fall, and if not made up by the applicant, the Municipality may request HCD for a waiver allowing the sum to exceed such limit. The approval of waivers, if recommended by HCD, shall be made by means of an amendment to this Agreement to be executed by the parties with the same formality as this Agreement. Waivers may be considered in connection with the need for additional funds arising from unforeseen conditions related to the construction rehabilitation at the property, or in connection with any other needs deemed appropriate by HCD and otherwise regarded as eligible program costs as identified herein.

All additional funds, not included in the mortgage and promissory note, and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note, before such funds are expended. The notice of future advance and a copy of the promissory note shall be promptly recorded by the Municipality in the public records of Palm Beach County.

(4) **TERMINATION OF FUNDING:** The Municipality shall take steps to terminate funding and accelerate loan repayment during the rehabilitation process if:

- The applicant refuses or fails to allow the rehabilitation work to commence within thirty (30) days from construction contract award.
- The applicant refuses or fails to allow completion of rehabilitation after commencement.
- The applicant refuses to authorize payments associated with the project which have been deemed payable by HCD's Director.
- An event of default occurs as specified in the mortgage or promissory note.

The Municipality shall give the applicant notice of such termination and/or acceleration, as appropriate, with legal follow-up where necessary.

(5) **SUBORDINATION OF MORTGAGE:** The Municipality shall establish a written policy for the future subordination of mortgages taken in connection with this Agreement provided that such policy aims at preserving homeownership, and

provided that the execution of such subordination preserves or enhances the encumbered property's value, and that the execution of such subordination does not adversely affect the Municipality's financial interest in the rehabilitated property. **The provisions of this clause shall survive the expiration of this Agreement.**

- (6) **SATISFACTION OF MORTGAGE:** The Municipality shall issue the applicant a Satisfaction of Mortgage when the applicant has complied with all the terms and conditions contained in the mortgage and promissory note. Upon issuance, the Municipality shall record the Satisfaction of Mortgage in the public records of Palm Beach County and shall transmit the original to the applicant. The original recorded Satisfaction of Mortgage document shall be accompanied by the original Mortgage and Promissory Note when transmitted to the applicant. **The provisions of this clause shall survive the expiration of this Agreement.**
- (7) **RETENTION OF APPLICANT FILES:** All applicant files (files for completed projects, files that are incomplete, and files for rejected applications) shall be retained by the Municipality for a period of six (6) years from the date of final closeout of the agreement between Palm Beach County Board of County Commissioners and the State of Florida for the 2005 Disaster Recovery Initiative Program, or the statutory required period (F.S. Chapter 119), whichever is longer. **The provisions of this clause shall survive the expiration of this Agreement.**

T. **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

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in 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.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

U. REPORTS:

The Municipality shall submit to HCD detailed monthly and semi-annual reports as described below:

- (1) **MONTHLY REPORT:** The Municipality shall submit to HCD detailed Monthly Performance Report in the form provided as Exhibit "D" to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement. The Performance Report shall be one tool that is used by HCD to assess the Municipality's progress in implementing the project.
- (2) **SEMI-ANNUAL REPORT:** The Municipality shall submit to HCD detailed semi-annual reports in the form provided as Exhibit "E" to this Agreement. During the term of this Agreement, the Municipality shall each 31st day of March submit such report for the prior six month period beginning on the preceding 1st day of October, and ending on said 31st day of March. In addition, during the term of this Agreement, the Municipality shall each 30th day of September submit such report for the prior six month period beginning on the preceding 1st day of April, and ending on said 30th day of September.
- (3) **CLOSEOUT REPORTS:** After the completion of all activities funded under this Agreement, the Municipality shall submit to HCD the closeout reports identified as the Housing Benefit Report and the Beneficiary Data Report in the form provided as Exhibits "F" and "G" to this Agreement.
- (4) **OTHER REPORTS:** The Municipality agrees to submit to HCD any other reports required by the State in connection with activities undertaken through this Agreement including, but not limited to, reports associated with Section 3.

V. MONTHLY PERFORMANCE REQUIREMENTS: The time frame for completion of all outlined activities shall be September 16, 2012. The Municipality shall meet these monthly requirements by the timely performance, documentation, and completion of the following tasks:

- | | |
|--|--------------------------|
| (1) Procurement for Contractors (On-Going) | Nov. & Dec., 2011 |
| (2) Three (3) Additional Housing Units Rehabilitated | January & February, 2012 |
| (3) Final Draw Down of Rehab/Mitigation | February & March, 2012 |

This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion, or lack thereof, of the Monthly Performance Benchmarks and/or the rate of expenditure of funds, as determined by HCD.

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Monthly Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact ability to receive future grant awards.

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

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.

III. **THE COUNTY AGREES TO:**

- A. Provide funding for the above specified activities during the term of this Agreement, as follows:

- (1) An amount of \$483,366.69: For payment of rehabilitation construction costs and related expenses regarded as eligible under this Agreement (including lead-based paint expenditures such as the cost of inspections and risk assessments, abatement, and clearance testing).
 - (2) An amount of \$5,000: For temporary relocation costs to temporarily relocate the members of the household where rehabilitation is being performed. These costs shall include the cost of accommodations (hotel/motel) incurred while temporarily housing such household members away from the home being rehabilitated.
 - (3) An amount of \$50,000: For the costs of the Municipality's employee to provide the services of the Inspector to carry out the tasks described in this Agreement.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by HCD and will serve to ensure compliance with State and U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.
- D. The County shall perform an environmental review of each project, and review and approve all aspects and expenditures of each project as specified herein. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.

EXHIBIT "B"

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

I, the undersigned, authorize the Federal Emergency Management Agency (FEMA), the State of Florida, and appropriate agencies of the State of Florida responsible for providing disaster assistance to release information relating to my eligibility for monetary or other forms of assistance arising from the major disasters declared: Hurricanes Katrina FEMA-DR-1602-FL (dated August 28, 2005), and/or Wilma FEMA-DR-1609-FL (dated October 24, 2005) to those agencies that provide disaster-related assistance. This authorization permits the release of information that is deemed confidential under Federal and State Privacy Acts.

This authorization is given to obtain and/or provide assistance I need as a result of the prior referenced federal disaster(s) to insure that benefits are not duplicated. It includes the sharing of information about my application in FEMA's possession or under FEMA's control.

This authorization includes only information necessary to allow the appropriate agency or organizations to determine if I am eligible for assistance from that agency or organization. This information is not to be used for any other purpose.

I also understand and acknowledge that signing this does not guarantee that I will get assistance from Voluntary Agencies and/or appropriate Federal and State agencies. However, without my permission, my information cannot be shared with other agencies or organizations for consideration. I understand that I will still receive all FEMA assistance for which I am eligible.

This Authorization is submitted pursuant to 28 U.S.C. § 1746 under penalty of perjury.

OPTIONAL - I choose to exclude the following agencies from access to this information:

I understand that it is my choice to sign this Release:

Name (Printed)

Date

Signature

Pre-Disaster Address: _____

Current Address: _____

Phone or Message #: _____ FEMA Registration #: _____

EXHIBIT "C"

CATEGORICAL EXCLUSION SUGGESTED FORMAT
SUBJECT TO §58.5

PROJECT NAME AND DESCRIPTION: Include all contemplated actions which are either geographically and/or functionally part of the project.

Location: _____

Activities included in project: _____

This project is determined to be Categorically Excluded according to: [Cite section(s) and activities that are applicable] _____

DIRECTIONS: Once the review process for each compliance factor has been completed, the Statutory Checklist must then be filled out. Specifically, the ER must indicate whether the activity does or does not affect the resources under consideration. Consult the guidance provided in the table below or the web sites. If the project is found to require consultation with an outside agency and affects the resource in question, indicate **Status as A** on the worksheet and document what sources of information were used (information sources are provided in the guidance). If the activity triggers no formal compliance consultation procedures with the oversight agency, indicate the **Status as B**. Any compliance documentation should also be attached to the Checklist and included in the ERR.

COMPLIANCE FACTORS:

| Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 | Status A/B | Compliance Documentation |
|--|------------|--------------------------|
| Historic Preservation [36 CFR Part 800] | | |

Guidance: <http://www.hud.gov/offices/cpd/environment/review/historic.cfm>

| | | |
|--|--|--|
| Floodplain Management [Executive Order 11988; 24 CFR Part 55] | | |
|--|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/floodplain.cfm>

| | | |
|---|--|--|
| Wetland Protection [Executive Order 11990; 3 CFR, §§ 2, 5] | | |
|---|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/floodplain.cfm>

| | | |
|---|--|--|
| Coastal Zone Management Act [16 U.S.C. 1451, §§ 307(c), (d)] | | |
|---|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/coastal.cfm>

| Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 | Status A/B | Compliance Documentation |
|--|------------|--------------------------|
| Sole Source Aquifers [40 CFR Part 149] | | |

Guidance: <http://www.hud.gov/offices/cpd/environment/review/aquifers.cfm>

| | | |
|---|--|--|
| Endangered Species Act [50 CFR Part 402] | | |
|---|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/endangeredspecies.cfm>

| | | |
|--|--|--|
| Wild and Scenic Rivers Act [16 U.S.C. 1271, §§ 7(b), (c)] | | |
|--|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/rivers.cfm>

| | | |
|--|--|--|
| Clean Air Act [40 CFR Parts 6, 51, 93] | | |
|--|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/cleanair.cfm>

| | | |
|---|--|--|
| Farmland Protection Policy Act [7 CFR Part 658] | | |
|---|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/farmlands.cfm>

| | | |
|---|--|--|
| Environmental Justice [Executive Order 12898] | | |
|---|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/justice.cfm>

| | | |
|---|--|--|
| Noise Abatement and Control [24 CFR Part 51, Subpart B] | | |
|---|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/noise.cfm>

| | | |
|---|-------------------|---------------------------------|
| Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 | Status A/B | Compliance Documentation |
| Explosive and Flammable Operations [24 CFR Part 51, Subpart C] | | |

Guidance: <http://www.hud.gov/offices/cpd/environment/review/explosive.cfm>

| | | |
|--|--|--|
| Toxic Chemicals and Radioactive Materials [24CFR Part 58, § 5(i)(2)] | | |
|--|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/hazardous.cfm>

| | | |
|--|--|--|
| Airport Clear Zones and Accident Potential Zones [24 CFR Part 51, Subpart D] | | |
|--|--|--|

Guidance: <http://www.hud.gov/offices/cpd/environment/review/airport.cfm>

DETERMINATION:

- [] This project converts to Exempt, per § 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities).
- [] Funds may be drawn down for this (now) EXEMPT project; OR
This project cannot convert to Exempt because one or more statutes/authorities require consultation or mitigation. Complete consultation/mitigation requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per §§ 58.70 and 58.71 before drawing down funds; OR
- [] The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

Subrecipient Name: _____

Prepared by:

| | | |
|---------------|--------------------|---------------|
| _____ Name | _____ Signature | _____ Date |
|---------------|--------------------|---------------|

PALM BEACH COUNTY
DETERMINATION OF CATEGORICAL EXCLUSION SUBJECT TO 24 CFR PART 58.5
24 CFR PART 58.35(a)

PROGRAM: 2005 DRI Program

FISCAL YEAR: _____

APPLICANT/SITE LOCATION (INCLUDING MAP): _____

PCN: _____

I HEREBY CERTIFY THAT THE FOLLOWING ACTIVITY(S) HAVE BEEN REVIEWED AND DETERMINED CATEGORICAL EXCLUDED ACTIVITY PER 24 CFR 58.35 (a) AS FOLLOWS:

- _____ (1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvement (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20% (e.g. replacement of water or sewer lines, reconstruction of curbs and sidewalks, paving of streets).
- _____ (2) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.
- _____ (3) Rehabilitation of buildings and improvements when the following conditions are met:
 - (i) In the case of a building for residential use (with one to four units), the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland;
 - (ii) In the case of multi-family residential buildings:
 - (A) Unit density is not changed more than 20%;
 - (B) The project does not involve changes in land use from residential to non- residential; and
 - (C) Estimated cost of rehabilitation is less than 75% of the total estimated cost of replacement after rehabilitation.
 - (iii) In the case of non-residential structures, including commercial industrial, and public buildings:
 - (A) Facilities and improvements are in place and will not be changed in size or capacity by more than 20%; and
 - (B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, of from one industrial use to another.
- _____ (4)
 - (i) An individual action on up to four dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between; or
 - (ii) An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.
 - (iii) Paragraphs (a)(4)(i) and (ii) of this section do not apply to rehabilitation of a building for residential use (with one to four units) (see paragraph (a)(3)(i) of this section).
- _____ (5) Acquisition (including leasing) or disposition of, or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.
- _____ (6) Combination of the above.

Subrecipient Name: _____

Prepared by:

| | | |
|------|-----------|------|
| Name | Signature | Date |
|------|-----------|------|

EXHIBIT "D"

**PALM BEACH COUNTY HOUSING & COMMUNITY DEVELOPMENT
DRI-3 PROGRAM
HOUSING REHABILITATION ACTIVITY**

MONTHLY PERFORMANCE REPORT

| | |
|------------------|--------------------------|
| Date Submitted: | |
| Subrecipient: | |
| Project Name: | |
| Reporter/Title: | |
| Period Covering: | Month: _____ Year: _____ |
| | |

- 1. New applications received during this reporting period: _____
- 2. Files completed/forwarded to HCD this reporting period: _____
- 3. Files approved for contractor procurement: _____
- 4. Rehab contracts executed this reporting period: _____
- 5. Dollar amount of contracts executed: _____
- 6. Rehab projects started this reporting period: _____
- 7. Rehab projects completed this reporting period: _____
- 8. Funds requested from HCD for payment(s): \$ _____

PLEASE LIST THE ADDRESSES WHERE REHABILITATION CONTRACTS HAVE BEEN EXECUTED THIS MONTH:

| | <u>ADDRESSES</u> | <u>EXPENDITURES</u> |
|----|------------------|---------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

PROJECT ACTIVITIES

Describe your accomplishments during this reporting period: _____

Describe any problems encountered during this reporting period: _____

Other Comments: _____

I, _____, do hereby certify that the City of Delray Beach has met all of its Monthly Performance Requirements (Exhibit A, Paragraph V) referenced in the Agreement during this reporting period.

Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CREIS
Department of Housing and Community Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT "E"

PALM BEACH COUNTY HOUSING & COMMUNITY DEVELOPMENT

CONTRACTUAL OBLIGATIONS AND MBE REPORT

| | | | | |
|----------------|---|--------------|--|---------------------------|
| Project Name: | City of Delray Beach - Housing Rehabilitation | Report Date: | | Page _____ of _____ Pages |
| Report Period: | [] October 1, 20____, to March 31, 20____. [] April 1, 20____, to September 30, 20____. | Prepared By: | | |

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

EXHIBIT “F”

PALM BEACH COUNTY HOUSING & COMMUNITY DEVELOPMENT
HOUSING BENEFIT REPORT

| Project Name: | City of Delray Beach 2005 DRI Housing Rehabilitation | | Prepared By: | | | Report Date: | | | Page ____ of ____ Pages | | |
|----------------------|---|--|------------------------------------|--------------------------|----------------|---------------------|----------------------|-----------------|---|--|---|
| Name of Owner | Name of Occupant | Street Address (Street, city, zip) (If replacement, new address) | Total Cost of Rehab or Replacement | Total DRI Funds Invested | Date Completed | Rehab (Yes/No) | Replacement (Yes/No) | No. Of Bedrooms | Unit Made Handicapped Accessible (Yes/No) | Unit Qualified as “energy star” (Yes/No) | Unit Brought into Compliance with Lead Safety Requirements (Yes/No) |
| | | | \$ | \$ | | | | | | | |
| | | | \$ | \$ | | | | | | | |
| | | | \$ | \$ | | | | | | | |
| | | | \$ | \$ | | | | | | | |
| | | | \$ | \$ | | | | | | | |
| | | | \$ | \$ | | | | | | | |
| | | | \$ | \$ | | | | | | | |
| | | | \$ | \$ | | | | | | | |

EXHIBIT "G"
PALM BEACH COUNTY HOUSING & COMMUNITY DEVELOPMENT

BENEFICIARY DATA REPORT

| | | | |
|----------------------|--|---------------------|--|
| Project Name: | City of Delray Beach – 2005 DRI Housing Rehabilitation | | |
| Prepared By: | | Report Date: | |

| | Number |
|---|--------|
| Total Beneficiaries: Proposed | |
| Total Beneficiaries: Actual | |
| LMI Beneficiaries: Proposed (80% of AMI or Less) | |
| LMI Beneficiaries: Actual (80% of AMI or Less) | |
| VLI Beneficiaries: Proposed (50% of AMI or Less) | |
| VLI Beneficiaries: Actual (50% of AMI or Less) | |
| Male | |
| Female | |
| Disabled | |
| Female Head of Household | |
| Elderly | |
| Hispanic Ethnicity | |

| | No. of Units Owner Occupied | No. of Units Renter Occupied |
|--|--------------------------------|---------------------------------|
| White | | |
| African American | | |
| Asian | | |
| American Indian or Alaskan Native | | |
| Native Hawaiian Pacific Islander | | |
| American Indian or Alaskan Native and White | | |
| Asian and White | | |
| African American and White | | |
| American Indian/Alaskan Native and African American | | |
| Other Multi-Racial | | |
| Total: (Same as Total Beneficiaries: Actual shown above) | | |

EXHIBIT "H"

**Unspecified Site Strategy for Housing Related Activities
as identified in 24 CFR Part 58.35(a)
Updated March 2010**



Project Identification:

Contract Number

Preparer:

Typed Name and Title

Responsible Entity:

Name of Local Government

Month/Year:

**CERTIFICATION OF CATEGORICAL EXCLUSION (subject to 58.5)
Per 24 CFR 58.35 (a)**

Contract Number: _____

Fiscal Year: _____

APPLICANT/SITE LOCATION (INCLUDING MAP):

PCN: _____

I hereby certify that the following activities comprising the Housing Grant have been reviewed and determined Categorical Excluded Activity per 24 CFR 58.35 (a) as follows:

___ (1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20% (e.g. replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets).

___ (2) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.

___ (3) Rehabilitation of buildings and improvements when the following conditions are met:

(i) In the case of a building for residential use (with one to four units) the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland;

(ii) In the case of multifamily residential buildings:

(A) Unit density is not changed more than 20%;

(B) The project does not involve changes in land use from residential to non-residential:
and

(C) The estimated cost of rehabilitation is less than 75% of the total estimated cost of replacement after rehabilitation.

(iii) In the case of non-residential structures, including commercial, industrial, and public buildings:

(A) The facilities and improvements are in place and will not be changed in size of capacity by more than 20%: and

(B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, of from one industrial use to another.

___ (4) An individual action on a one-to-four family dwelling or an individual action on a project of five or more units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four units on any one site.

___ (5) Acquisition or disposition of an existing structure or acquisition of vacant land provided that the structure or land acquired or disposed of will be retained on any one site.

___ (6) Combination of the above activities.

Subrecipient Name: _____

Prepared by: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATUTORY WORKSHEET
24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

Use this worksheet only for projects that are **Categorically Excluded** per 24 CFR § 58.35(a).
NOTE: Compliance with the laws and statutes listed at 24 CFR §58.6 must also be documented.

PROJECT NAME and DESCRIPTION - Include all contemplated actions that logically are either geographically or functionally part of the project:

This proposal is determined to be _____ according to: (Cite Section(s))

DIRECTIONS - Write “A” in the Status Column when the proposal, by its scope and nature, does not affect the resources under consideration; or write “B” if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data.

Compliance Factors:

| STATUTES, EXECUTIVE ORDERS AND REGULATIONS LISTED AT 24 CFR §58.5 | A/B | COMPLIANCE DETERMINATION |
|--|-----|-----------------------------|
| HISTORIC PRESERVATION 36 CFR PART 800 | | |
| FLOODPLAIN MANAGEMENT 24 CFR §55 & EXECUTIVE ORDER 11988 | | |
| WETLAND PROTECTION EXECUTIVE ORDER 11990 | | |
| COASTAL ZONE MANAGEMENT ACT SECTIONS 307(c) & (d) | | |
| SOLE SOURCE AQUIFERS 40 CFR 149 | | |
| ENDANGERED SPECIES ACT 50 CFR 402 | | |
| WILD AND SCENIC RIVERS ACT SECTIONS 7(b) & (c) | | |
| CLEAN AIR ACT SECTIONS 176(c)(d) & 40 CFR 6, 51, 93 | | |
| FARMLAND PROTECTION POLICY ACT 7 CFR 658 | | |
| ENVIRONMENTAL JUSTICE EXECUTIVE ORDER 12898 | | |
| NOISE ABATEMENT & CONTROL 24 CFR §51B | | |
| EXPLOSIVE & FLAMMABLE OPERATIONS 24 CFR §51C | | |
| HAZARDOUS, TOXIC OR RADIOACTIVE MATERIALS & SUBSTANCES 24 CFR 58.5(i)(2) | | |
| AIRPORT CLEAR ZONES & ACCIDENT POTENTIAL ZONES 24 CFR 51D | | |

OTHER FACTORS
DOCUMENTATION

A/B SOURCE OR

| | | |
|--|--|--|
| FLOOD DISASTER PROTECTION ACT [FLOOD INSURANCE - §58.6(A)] | | |
| COASTAL BARRIER RESOURCES ACT [COASTAL BARRIER IMPROVEMENT ACT - §58.6(C)] | | |
| AIRPORT RUNWAY CLEAR ZONE OR CLEAR ZONE DISCLOSURE | | |

Determination:

- ☐ This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); Funds may be committed and drawn down for this (now) EXEMPT project; or
- ☐ This project cannot convert to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation / mitigation protocol requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; or
- ☐ The unusual circumstances of this project may/will result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

PREPARER SIGNATURE

PREPARER NAME & TITLE

DATE

RESPONSIBLE ENTITY / MUNICIPAL OFFICIAL SIGNATURE

NAME & TITLE:

DATE

**AMENDMENT 001 TO THE FOURTH AGREEMENT
WITH
CITY OF DELRAY BEACH**

04-03-2012

Amendment 001 entered into this _____ day of _____, 20____, by and between Palm Beach County and City of Delray Beach.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2008-1482) with the City of Delray Beach on January 31, 2008, as amended by Amendment 001 (R2009-0208) on February 3, 2009, and by Amendment 002 (R2009-1972) on November 17, 2009 (collectively hereinafter the "First Agreement"), entered into an Agreement (R2010-1282) with the City of Delray Beach on June 22, 2010 (hereinafter the "Second Agreement") to continue the activities begun through the First Agreement, entered into an Agreement (R2011-0049) with the City of Delray Beach on October 28, 2010 (hereinafter the "Third Agreement"), to continue the activities begun through the First and Second Agreements, and entered into an Agreement with the City of Delray Beach on December 20, 2011 (hereinafter the "Fourth Agreement") to continue the activities begun through the First, Second, and Third Agreements and to make \$494,607.03 available in 2005 Disaster Recovery Initiative Program (DRI-2) funds to assist twenty four (24) households in the City of Delray Beach in order to rehabilitate and upgrade single family owner occupied housing units to meet applicable housing and building codes and in order to effectuate repairs of damages caused by Hurricane Wilma, and

WHEREAS, both parties wish to modify the Fourth Agreement, and

WHEREAS, both parties mutually agree that the Fourth Agreement entered into on December 20, 2011, is hereby amended as follows:

A. PART 1 – SECTION 1(c) - DEFINITIONS:

The parties recognize that the County has changed the name of Palm Beach County Housing and Community Development to Palm Beach County Department of Economic Sustainability. Accordingly, the term "HCD" as it appears in the Agreement is hereby deleted and replaced with the term "DES" which shall mean Palm Beach County Department of Economic Sustainability.

B. PART III – SECTION I – MAXIMUM COMPENSATION:

Delete "\$698,659.29", and replace it with "\$494,607.03".

C. EXHIBIT "A"– WORK PROGRAM NARRATIVE - SECTION I.C. PROJECT ACCOMPLISHMENTS:

Delete Section I.C. and replace it with the following:

C. PROJECT ACCOMPLISHMENTS: The project requirements contained in the First and Second Agreement are repeated herein in substantial form. Changes have been made in order to update these requirements for this Agreement. The parties recognize that the following project activities have been accomplished, and where indicated below, the County has paid and/or reimbursed the Municipality for such project activities:

(a) The Municipality has accepted applications, processed applicant files, received funding approval from the County for homeowners, expended funds on rehabilitation activities, and received reimbursement from the County in the amount of \$416,674.50 for eligible rehabilitation construction costs and related expenses.

(b) The Municipality has employed an Inspector in connection with the rehabilitation activities outlined herein, submitted payroll forms and related documents for the work of the Inspector, and received reimbursement from the County in the amount of \$68,718.47.

D. EXHIBIT "A" – WORK PROGRAM NARRATIVE - SECTION III.A:

Delete Section III.A and replace it with the following:

A. Provide funding for the above specified activities during the term of this Agreement, as follows:

(a) An amount of \$472,444.50: For payment of rehabilitation construction costs and related expenses regarded as eligible under this Agreement (including lead-based paint expenditures such as the cost of inspections and risk assessments, abatement, and clearance testing).

(b) An amount up to \$5,000: For temporary relocation costs to temporarily relocate the members of the household where rehabilitation is being performed. These costs shall include the cost of accommodations (hotel/motel) incurred while temporarily housing such household members away from the home being rehabilitated.

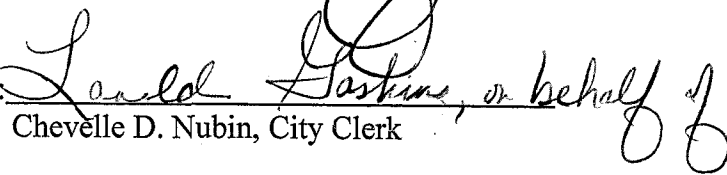
(c) An amount of \$17,162.53: For the costs of the Municipality's employee to provide the services of the Inspector to carry out the tasks described in this Agreement.

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.

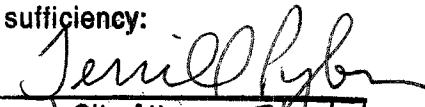
(MUNICIPALITY SEAL BELOW)

CITY OF DELRAY BEACH

By: 
Nelson S. McDuffie, Mayor

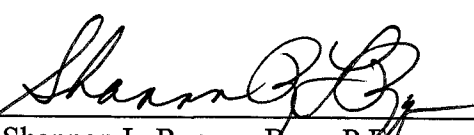
By: 
Chevelle D. Nubin, City Clerk

Approved as to form and
legal sufficiency:

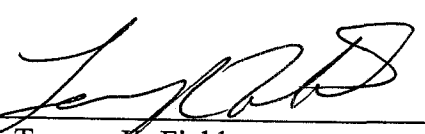
By: 
Att. City Attorney 3/26/12

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

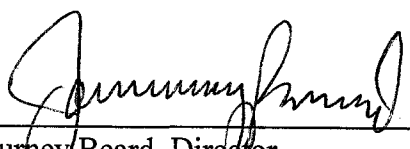
**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

By: 
Tammy K. Fields
Senior Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Journey Beard, Director
Contract Development & Quality Control

**AMENDMENT 002 TO THE AGREEMENT
WITH
NEIGHBORHOOD RENAISSANCE, INC.**

02-03-2012

Amendment 002 entered into this ____ day of _____, 2012, by and between Palm Beach County and the Neighborhood Renaissance, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with Neighborhood Renaissance, Inc. on May 5, 2011 (R2011-1030), as amended by Amendment 001, executed on January 5, 2012, to provide \$9,500,000 of Neighborhood Stabilization Program 2 (NSP-2) Grant funds for the acquisition and rehabilitation of properties;

WHEREAS, the parties wish to further modify the Agreement to increase the funding by \$2,000,000; and

WHEREAS, both parties mutually agree that the Agreement entered into on May 5, 2011, as amended, is hereby further amended as follows:

A. PART III, PARAGRAPH 1 – MAXIMUM COMPENSATION

Replace “\$9,500,000” with “\$11,500,000”; and
Replace “November 15, 2012” with “January 31, 2013”.

B. EXHIBIT “A” - WORK PROGRAM NARRATIVE, SECTION I(B)(1)

Remove the section and replace with the following:

1. Funding and Expenditure Requirements:

The Agency must expend no less than fifty percent (50%), or \$4,750,000, of the original \$9,500,000 NSP-2 funding awarded and submit all necessary related reimbursement documentation no later than **January 31, 2012**, unless such date is amended by HCD. If Agency fails to expend at least \$4,750,000 in NSP-2 funds (as indicated with regard to the delivery schedule herein), HCD, at its sole discretion, may recapture a portion of, or the remaining balance of the Agency’s NSP-2 funding allocation.

The Agency must expend no less than seventy-five percent (75%), or \$8,625,000, of their total \$11,500,000 NSP-2 funding awarded and submit all necessary related reimbursement documentation no later than **July 31, 2012**, unless such date is amended by HCD.

The Agency must expend no less than one hundred percent (100%), or \$11,500,000, of their total NSP-2 funding awarded and submit all necessary related reimbursement documentation no later than **January 31, 2013**, unless such date is amended by HCD.

The Agency shall diligently undertake the activities outlined in this Agreement to enable HCD to accurately document the expenditure of funds in the Disaster Recovery Grant Reporting (DRGR) system. The Agency understands that funds not expended by said date may be withdrawn by HUD or HCD, and may consequently no longer be available through this Agreement. The Agency expressly agrees to complete all work required in strict accordance with the timetable as outlined in this Agreement.

C. EXHIBIT “A” WORK PROGRAM NARRATIVE, SECTION 1(B)(13)(d) – PERFORMANCE BENCHMARKS

Remove this section and replace with the following:

- d. **Performance Benchmarks:** In order to timely meet NSP-2 expenditure deadlines, the Agency must comply with the following Performance Benchmarks:

Expend no less than seventy-five percent (75%), or \$8,625,000, of the total NSP-2 funding amount by **July 31, 2012**.

Expend no less than one hundred percent (100%), or \$11,500,000, of the total NSP-2 funding amount, and submit all necessary related reimbursement documentation by January 31, 2013.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HCD.

The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future grant awards.

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

C. EXHIBIT "A" WORK PROGRAM NARRATIVE, SECTION II (A)

Replace "\$9,500,000" with "\$11,500,000".

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

(AGENCY SEAL BELOW)

NEIGHBORHOOD RENAISSANCE, INC.

By: Carl A. Flick
Carl A. Flick, President



By: Terri Murray
Terri Murray, Executive Director

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


By: Shannon LaRocque-Baas
Shannon LaRocque-Baas
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

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

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

By: Journey Beard
Journey Beard, Director of Contract
Development and Quality Control

| | | |
|--|-------------------------------|--|
| CERTIFICATE OF COVERAGE | | |
| Certificate Holder PALM BEACH COUNTY DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT 3322 BELVEDERE ROAD WEST PALM BEACH FL 33406 | | Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065 Issue Date 10/26/11 |
| COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT. | | |
| COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST | | |
| AGREEMENT NUMBER: FMIT 0140 | COVERAGE PERIOD: FROM 10/1/11 | COVERAGE PERIOD: TO 10/1/12 12:01 AM STANDARD TIME |
| TYPE OF COVERAGE - LIABILITY General Liability <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Supplemental Employment Practice <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible N/A Automobile Liability <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A | | TYPE OF COVERAGE - PROPERTY <input checked="" type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$50,000 <input checked="" type="checkbox"/> Coinsurance 100% <input type="checkbox"/> Blanket <input checked="" type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value Limits of Liability on File with Administrator TYPE OF COVERAGE - WORKERS' COMPENSATION <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease <input type="checkbox"/> Deductible N/A <input checked="" type="checkbox"/> Self Insured Retention: \$500,000 |
| Automobile/Equipment - Deductible <input checked="" type="checkbox"/> Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment | | |
| Other * The limit of liability is \$3,000,000 (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of \$200,000. This limit is solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida. | | |
| Description of Operations/Locations/Vehicles/Special Items Re: Florida Department of Community Affairs. 2005 Disaster Recovery Initiative Grant Re: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event. | | |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE. | | |
| DESIGNATED MEMBER CITY OF DELRAY BEACH 100 NW 1 ST AVENUE DELRAY BEACH FL 33444 | | CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE |



CERTIFICATE OF LIABILITY INSURANCE

OP ID NM

DATE (MM/DD/YYYY)

04/27/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach FL 33401 Phone: 561-478-1660 Fax: 561-478-6876 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: NEIGH-2 | | | | | | | | | | | | | | | | | | | | | |
|---|--|-------------------------------|--|--------|------------|------------------------|--|------------|-----------|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED Neighborhood Renaissance, Inc. Ms. Terri Murray 510 24th St., Suite A West Palm Beach FL 33407 | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Century Surety Company</td><td></td></tr><tr><td>INSURER B:</td><td>Travelers</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Century Surety Company | | INSURER B: | Travelers | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Century Surety Company | | | | | | | | | | | | | | | | | | | | | |
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| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | CCP704848 | 04/21/11 | 04/21/12 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY | | | CCP704848 | 04/21/11 | 04/21/12 | PRODUCTS - COMP/OP AGG \$ INCLUDED |
| | <input type="checkbox"/> ANY AUTO | | | | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB | | | | | | |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | |
| | <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ |
| | DEDUCTIBLE | | | | | | \$ |
| | RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | IHUB6631M98810 | 09/21/10 | 09/21/11 | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ 100000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 100000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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 are added as additional insured in a primary basis.
30 days notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|---|
| PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 100 AUSTRALIAN AVE. WEST PALM BEACH, FL 33406 |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.