

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012 Consent [X] Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: **A)** an Interlocal Agreement with the Town of Mangonia Park (Town) for installation of Emergency Generators (Interlocal Agreement); and **B)** a Contract in the amount of \$345,794 with All Florida Contracting Services, LLC for the Mangonia Park Lift Station Generators (Contract).

**Summary:** The Interlocal Agreement provides the terms and conditions under which the County shall manage the installation of seven (7) emergency generators for six (6) of the Town's lift stations and one (1) water supply well. On April 30, 2012, two (2) construction bids were received for the Town of Mangonia Park Lift Station Generators, with All Florida Contracting Services, LLC being the lowest responsive and responsible bidder in the amount of \$345,794. Funding for this project has been allocated by Palm Beach County Department of Economic Sustainability (DES) in connection with the State's 2008 Disaster Recovery Initiative (DRI-4) Program. As funded under Community Development Block Grant (CDBG) subgrant agreement 10DB-K4-10-60-01-K29 between County and the State of Florida Department of Community Affairs, Water Utilities Department will manage the project for the Town and receive reimbursement from the Grant. This contract is funded through the federal DRI Program which is administered by the State of Florida and includes participation goals of 22.4% MBE and 6.9% WBE. All Florida Contracting Services, LLC has 0% MBE and 0% WBE participation. While All Florida Contracting Services, LLC submitted the MBE/WBE Good Faith Efforts Form, it did not indicate that good faith efforts were undertaken. All Florida Contracting Services, LLC is utilizing a County certified SBE contractor for the testing services. The Florida Department of Economic Opportunity has reviewed the justification provided by All Florida Contracting Services, LLC and determined that it is acceptable to move forward with the award. **These are Federal CDBG DRI funds that require no local match.** (WUD Project No. 11-073) District 7 (JM)

**Background and Justification:** On April 30, 2012, two (2) construction bids were received for the Town of Mangonia Park Lift Station Generators, with All Florida Contracting Services, LLC being the lowest responsive and responsible bidder in the amount of \$345,794. On June 5, 2012, the Mangonia Park Town Council approved the Interlocal Agreement designating each party's responsibilities during construction.

**Attachments:**

- 1. Two (2) Original Interlocal Agreements
- 2. Two (2) Original Contracts
- 3. Location Map
- 4. MBE/WBE Good Faith Efforts Letter
- 5. Budget Availability Statement from DES

Recommended By:  8/9/12  
Department Director Date

Approved By:  8/30/12  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Capital Expenditures	<u>\$371,463</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Expenses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u>\$371,463</u>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Budget Account No.:** Fund 1106 Dept 143 Unit 1427 Object 8101  
**Reporting Category** DR1243-GY08

**Is Item Included in Current Budget?** Yes  No  Construction Cost \$345,794  
 Staff Cost \$25,669  
 Total \$371,463

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

One (1) time capital expenditure from 2008 Disaster Recovery Initiative Program through the Department of Economic Sustainability.

**C. Department Fiscal Review:** Delia M. West

**III. REVIEW COMMENTS**

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

[Signature] 5/2/12  
 OFMB  
 [Signature] 8/2/12  
 [Signature] 8/2/12

[Signature] 8/8/12  
 Contract Development and Control  
 8-8-12 B. Whitt

**B. Legal sufficiency:**

[Signature] 8/24/12  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**INTER-LOCAL AGREEMENT  
WITH THE TOWN OF MANGONIA PARK FOR  
Emergency Generators**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between The TOWN OF MANGONIA PARK, a municipal corporation of the State of Florida, hereinafter "TOWN," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY."

WITNESSETH:

WHEREAS, the purchase and installation of generators at municipal sanitary sewer pump stations and potable water wells in Mangonia Park, Florida, hereinafter "LIFT STATION OR WELL SITE" was funded by the State of Florida for Hurricane Wilma mitigation, and

WHEREAS, on April 30, 2012 the Palm Beach County Water Utilities Department opened bids for Mangonia Park Emergency Generators, hereinafter "EMERGENCY GENERATORS" with the low bidder being All Florida Construction Services, in the amount of \$345,794.00, and

WHEREAS, the COUNTY Housing and Community Development Department issued funding for the EMERGENCY GENERATORS in the amount of \$345,794.00; and

WHEREAS, the TOWN wants the COUNTY to assist with installation of the EMERGENCY GENERATORS utilizing the COUNTY-provided contract with All Florida Contracting Services, LLC, hereinafter "CONTRACTOR"; and

WHEREAS, on June 5, 2012 the TOWN voted to allow the COUNTY to install the EMERGENCY GENERATORS utilizing CONTRACTOR; and

WHEREAS, the COUNTY and TOWN believe that these efforts serve a public purpose to maintain continuity of wastewater service during electrical power outages; and

WHEREAS, the TOWN will be responsible for the perpetual maintenance of the EMERGENCY GENERATORS.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct, and are incorporated herein.
2. Prior to the execution of this Agreement, COUNTY shall provide evidence of CONTRACTOR'S insurance naming COUNTY AND TOWN as additional insured for installation of the EMERGENCY GENERATORS.
3. TOWN agrees to provide all necessary easements and all necessary easements and access to the work site and to accommodate the CONTRACTOR

and their subcontractors for installation of the EMERGENCY GENERATORS by providing a staging area.

4. In the event a claim or lawsuit is brought against COUNTY, its officers, employees, servants or agents relating to the IMPROVEMENTS or any item which is the responsibility of TOWN, TOWN hereby agrees to indemnify, save and hold harmless COUNTY, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the existence of the IMPROVEMENTS or the performance by TOWN as may relate to this Agreement. TOWN agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of COUNTY. As set forth in Paragraph 21. below, Nothing contained herein shall be construed as a waiver by COUNTY, by TOWN or by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

5. This Agreement must be fully-executed by both parties hereto before commencement of the installation of the EMERGENCY GENERATORS by COUNTY. TOWN must execute this Agreement no later than June 5, 2012 or the installation of the planned IMPROVEMENTS by COUNTY shall be canceled.

6 COUNTY shall require CONTRACTOR engaged by COUNTY for work associated with this Agreement to maintain Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00). TOWN shall be included in the coverage as an additional insured.

7. COUNTY and TOWN agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of the Agreement.

8 COUNTY may, at COUNTY'S discretion and for the duration of IMPROVEMENTS, install signs within the public property or easement, notifying the public that the IMPROVEMENTS were funded with CDBG dollars.

9. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following

AS TO COUNTY

Director, Engineering Division  
Palm Beach County Water Utilities Department  
8100 Forest Hill Blvd.  
West Palm Beach, Florida 33413

AS TO TOWN

Town Manager  
Town Mangonia Park  
1755 East Tiffany Drive  
Mangonia Park, FL 33407

11. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

12. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

13. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

14. Each party agrees to abide by all laws, orders, rules and regulations and TOWN will comply with all applicable governmental codes in the maintenance and replacement of the IMPROVEMENTS.

15. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by COUNTY, by TOWN or by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

16. TOWN shall promptly notify COUNTY of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

17. Notwithstanding anything to the contrary contained herein, TOWN acknowledges that COUNTY is performing all of the obligations assumed by COUNTY pursuant to this agreement as an accommodation to TOWN, to enable TOWN to comply with the requirements of Consent Order HD-009-08-58. As a result, TOWN waives any and all claims, of any nature, which TOWN has or may in the future have against COUNTY arising, in any manner, out the COUNTY's performance of, or failure to perform, this Agreement. Additionally, TOWN agrees to pursue any and all claims which it has, or may in the future have, arising out of the design or installation of the EMERGENCY GENERATORS directly against CONTRACTOR. COUNTY shall perform all reasonable acts required to enable TOWN to pursue any claims which it may have against CONTRACTOR.

18. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

19. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

20. This Agreement represents the entire understanding among the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

21. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

22. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

TOWN OF MANGONIA PARK

(TOWN SEAL)

TOWN OF MANGONIA PARK  
BY ITS TOWN-COUNCIL

ATTEST:

By: \_\_\_\_\_

MAYOR

By: \_\_\_\_\_

TOWN SECRETARY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

TOWN ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

By: \_\_\_\_\_

SHELLEY VANA, CHAIR

ATTEST:

SHARON R. BOCK, CLERK  
AND COMPTROLLER

By: \_\_\_\_\_

DEPUTY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

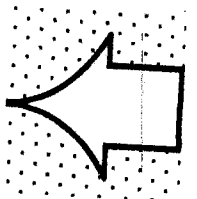
APPROVED AS TO TERMS AND  
CONDITIONS:

By: \_\_\_\_\_

ASSISTANT COUNTY ATTORNEY

By: \_\_\_\_\_

DIRECTOR OF UTILITIES



# Project Location Map

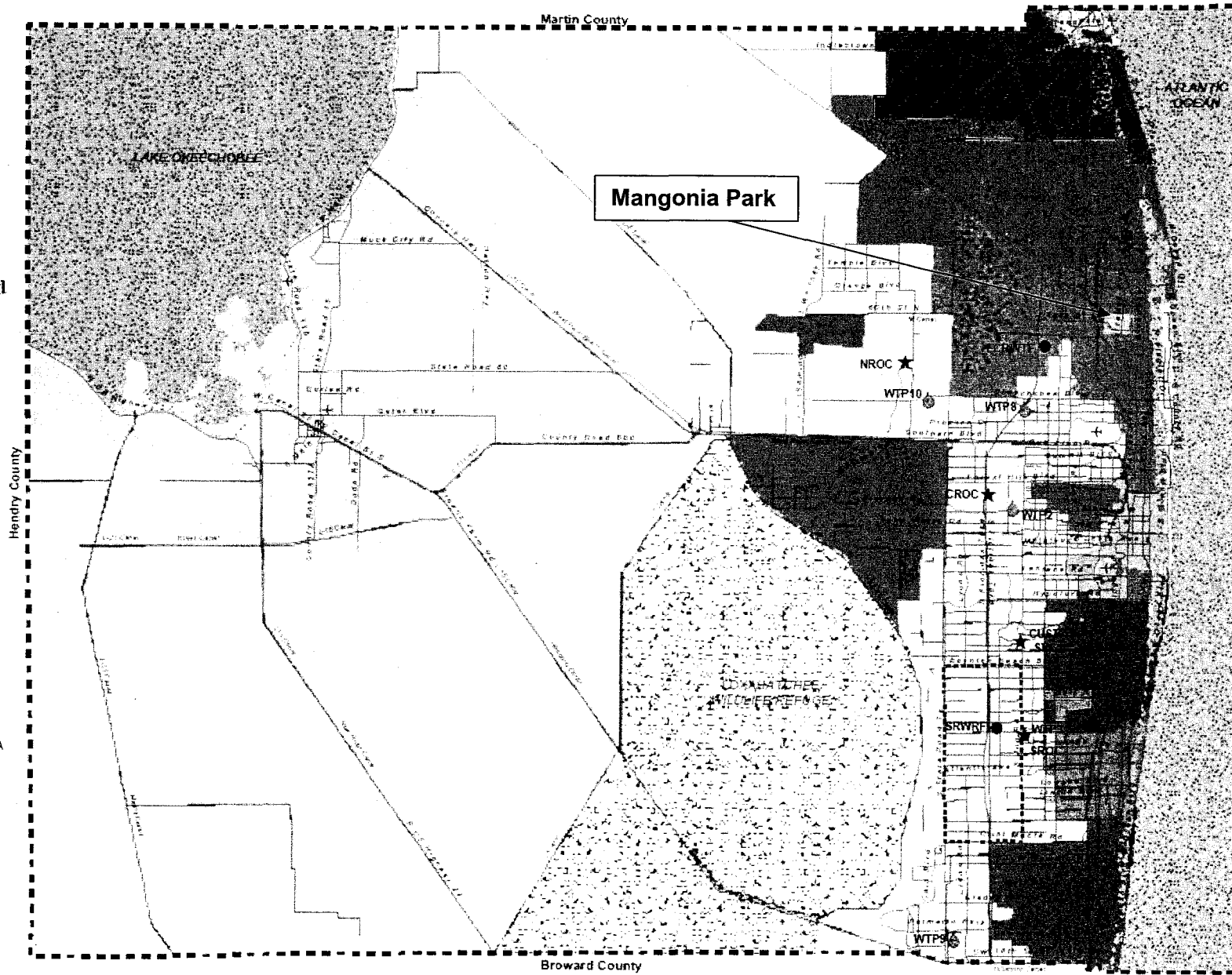


Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities

Attachment 3

### Legend

- MANDATORY RECLAIMED SA
- Water Treatment Facility
- ★ Administration
- Water Reclamation Facility
- COUNTY LIMITS
- P.B.C.W.U.D. SA







All Florida Contracting Services

May 24, 2012

Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

RE: MBE/WBE Good Faith Efforts  
Mangonia Park Lift Station Generators  
Project: 11-073

To Whom It May Concern:

We are unable to meet the goal set forth for minority and female participation for the project shown above. Since suppliers are not counted for participation goals, all MBE/WBE participation must be in the form of trades.

AFCS holds all three licenses necessary for completing the scope of work in house. We maintain a State General License CGC1517560, State Electrical License EC0002256, and a State Pollutant Storage (Fuel) License PCC1256894. A brief summary of the project includes: pouring pads, trenching, electrical cable/conduit, supplying and installing generators for back-up power. Our licenses allow us to complete all the work with our own employees and without subcontracting with the exception of density testing and a monitoring well.

We have been unable to source a MBE/WBE testing firm for the project. We have searched the Palm Beach, Broward, and state MBE/WBE vendors and are unable to source a specialty testing firm needed for this project. We are, however, utilizing a Palm Beach County certified SBE contractor named Nutting Environmental of Florida, Inc. for our testing services.

Please contact me with any questions or if additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Cox", written over a horizontal line.

Michael J. Cox  
President

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All Florida Contracting Services  
3818 N.W. 126<sup>th</sup> Avenue, Coral Springs, FL 33065

954-775-7767  
Fax# 954-753-3122

**PALM BEACH COUNTY  
INTER-OFFICE MEMORANDUM**

**DATE:** July 12, 2012  
**TO:** Steve McGrew, P.E.  
PBC Water Utilities Department  
**FROM:** Edward W. Lowery, Director  
Department of Economic Sustainability  
**RE:** **Budget Availability Statement - REVISED**  
**DRI 4 Project: Mangonia Park Lift Station Generators**

This represents our Budget Availability Statement (BAS) for the referenced project as follows:

<b>Budget Account No:</b>	<b>Amount</b>	<b>Purpose</b>
Fund 1106 Dept 143 Org 1427 Obj 8101 Program Code/Period <u>DRI43-GY08</u>	\$345,794	Construction Costs
Fund 1106 Dept 143 Org 1427 Obj 8101 Program Code/Period <u>DRI43B-GY08</u>	\$25,669	PBCWUD staff costs for engineering services
//////////////////////////////////// <b>Total</b>	\$371,463	////////////////////////////////////

*7-25-12*

If you require any further information on the above, please contact Bud Cheney, Manager, CIRIES Section, at 233-3691.

*Edward W. Lowery* 7/26/2012  


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Edward W. Lowery, Director  
Department of Economic Sustainability

Rick Scott  
GOVERNOR



Hunting F. Deutsch  
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY

June 27, 2012

The Honorable Shelley Vana, Chair  
Palm Beach County Board of Commissioners  
301 North Olive Avenue, 12<sup>th</sup> Floor  
West Palm Beach, Florida 33401

Re: Florida Community Development Block Grant Program  
Disaster Recovery Initiative (DRI) Contract No.: 10DB-K4-10-60-01-K29  
Palm Beach County Modification Number 03

Dear Commissioner Vana:

A review of the proposed Modification Number 03 to the referenced subgrant agreement, transmitted with your letter dated June 7, 2012, has been completed. The review indicates that the revised activity work plans, revised scope of work and budget appears to be in accordance with program requirements. An approved copy of the fully executed modification is enclosed with this letter. Please retain the modification in the official CDBG subgrant files.

If you any have questions regarding this matter, please contact Melanie Alexander via email at [melanie.alexander@deo.myflorida.com](mailto:melanie.alexander@deo.myflorida.com) or at (850) 717-8443.

Sincerely,

Bob Dennis  
Community Program Manager

BD/ma  
Enclosure

cc: Ms. Shannon LaRocque, Assistant County Administrator, Palm Beach County  
Mr. Bud Cheney, Department of Economic Sustainability, Palm Beach County  
Ms. LaToya Ricketts, Department of Economic Sustainability, Palm Beach County

Florida Department of Economic Opportunity The Caldwell Building 107 E. Madison Street Tallahassee, FL 32399-4120  
866.FLA.2345 850.245.7105 850.921.3223 Fax [www.FloridaJobs.org](http://www.FloridaJobs.org) [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

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**Modification to Subgrant Agreement**

10/1/2011

2012 JUN 19 AM 7:00

00000

**MODIFICATION NUMBER 3 TO SUBGRANT AGREEMENT BETWEEN  
THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND  
PALM BEACH COUNTY**

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, ("the Department"), and Palm Beach County, ("the Recipient"), to modify **DEO/DCA Contract Number 10-DB-K4-10-60-01-K29**, award dated June 14, 2010 ("the Agreement").

**WHEREAS**, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$6,533,405 to Recipient under the Disaster Recovery Initiative Program ("DRI") as set forth in the Agreement;

**WHEREAS**, the Department and the Recipient desire to modify the Agreement;

**WHEREAS**, pursuant to the provisions of Chapter 2011-142, Laws of Florida, the DCA Division of Housing and Community Development was transferred to the Department of Economic Opportunity effective October 1, 2011; and the parties wish to reflect the new name.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

**Reinstate Agreement**

- 1. The Agreement is hereby reinstated as though it had not expired.

**Extend Agreement**

- 2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of \_\_\_\_\_.

**Revise Activity Work Plan**

- 3. The Attachment B, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

**Revise Program Budget and Scope of Work**

- 4. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

**Modification to Subgrant Agreement**

**Modification Number:** 3

**DEO/DCA Contract Number:** 10-DB-K4-10-60-01-K29

**Recipient:** Palm Beach County

**Page 2**

**Change in Participating Parties**

5. The Attachment A, Program Budget section, is hereby modified to delete all references to "N/A," as the Participating Party, and replace them with "N/A" as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

**Inclusion of an Unmet Need as Addressed in the Original Application**

6. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.
7. The Attachment A, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment A, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

**Change in Number of Accomplishments and/or Beneficiaries**

8. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

**Reflect Change in Agency from DCA to DEO**

*N/A changed in mod 2*

9. This modification to the Subgrant Agreement hereby replaces "Department of Community Affairs" with "Department of Economic Opportunity" where appropriate in context.

**Modification to Subgrant Agreement**

**Modification Number:** 3

**DEO/DCA Contract Number:** 10-DB-K4-10-60-01-K29

**Recipient:** Palm Beach County

**Page 3**

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**Department of Economic Development**

**Recipient: Palm Beach County**

By: Ken Reecy

By: Shannon LaRecque-Baas

Name: Ken Reecy  
Title: Assistant Director  
Division of Community Development

Name: Shannon LaRecque-Baas  
Title: Assistant County Administrator

Date: 6-26-12

Date: June 7, 2012



June 7, 2012

Ms. Melanie Alexander, Community Assistance Consultant  
Disaster Recovery Program  
Department of Economic Opportunity  
107 E. Madison Street, MSC 400  
Tallahassee, FL 32399

**County Administration**

P.O. Box 1989  
West Palm Beach, FL 33402-1989  
(561) 355-2030  
FAX: (561) 355-3982  
www.pbcgov.com

Dear Ms. Alexander:

Palm Beach County requests Modification No. 3 to our 2008 CDBG Disaster Recovery Program Agreement (10-DB-K4-10-60-01-K29) in order to:

1. *Decrease Funding to Activity #4: Westgate/Belvedere Homes CRA – Belvedere Homes Drainage and Sanitary Sewer Improvement Project* - It is proposed to decrease funding to the activity by \$52,760 bringing total DRI funding to \$3,327,553.33. The project balance is to be reallocated to the Town of Mangonia Park – Emergency Generator Installation (Activity #3) in the amount of \$52,760. This will result in a decrease in Matrix Code 03J.
2. *Increase Funding to Activity #3: Town of Mangonia Park – Emergency Generator Installation* - It is proposed to increase funding to the activity by \$52,760 bringing total DRI funding to \$371,463, of which the construction cost is \$345,794 and design and engineering is \$25,669. The source of funding to facilitate this increase is: the Westgate/Belvedere Homes CRA – Belvedere Homes Drainage (Activity #4). This will result in an increase in Matrix Code 03.

Please find enclosed the following documents required for the Amendment:

1. Three (3) original, signed copies of the Modification Form;
2. A Request for Amendment worksheet;
3. A revised Application narrative;
4. A revised Attachment A, Project Description and Budget Summary;
5. A revised Work Plan for each service area; and
6. A copy of the Public Notice related to the Modification #3.

If you require any additional information, please contact LaToya G. Ricketts, DRI Specialist at (561) 233-3606 or [lrickett@pbcgov.org](mailto:lrickett@pbcgov.org).

Sincerely,

Shannon R. LaRocque-Bags, P.E.  
Assistant County Administrator

- c: Edward W. Lowery, Director, DES  
Sherry Howard, Deputy Director, DES  
Journey Beard, Director of Contract Management, DES  
Carlos Serrano, Director of Operations and External Affairs, DES  
Shairrette Major, Fiscal Manager I, DES  
Bud Cheney, CREIS Manager, DES  
Elena Escovar, Strategic Planning Manager, DES  
Clement Clarke, Principal Planner, DES  
Joe Greco, DRI Capital Improvement Specialist, DES  
LaToya G. Ricketts, DRI Specialist, DES

**Palm Beach County  
Board of County  
Commissioners**

Shelley Vana, Chair  
Steven L. Abrams, Vice Chairman  
Karen T. Marcus  
Paulette Burdick  
Burt Aaronson  
Jess R. Santamaria  
Priscilla A. Taylor

**County Administrator**

Robert Welsman

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

**REQUEST FOR AMENDMENT (07.02)**

Recipient: Palm Beach County Amendment Request Number: 3 Date: June 1, 2012

Contract Number: 10-DB-K4-10-60-01-K29 Rule in Effect for This Grant: Emergency Rule

Local Government Authorization: *Shawn O'Byrne* (Authorized Signature) June 7, 2012 (Date Signed)

DCA Authorization \_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ (Date Approved)

Budget Information					Activity Accomplishments		
Activity Code	Activity Name	Original Budget	Current Budget (before this amendment)	Proposed Budget	Original Contract	Current Contract (before this amendment)	Proposed Contract
1	2	3	4	5	6	7	8
03	#3-Town of Mangonia Park Emergency Generator Installation	\$145,459	\$145,459	\$345,794 ✓	8 Unit	8 Unit	7 Unit
03I	#6-PBC Engineering Services Division—10 <sup>th</sup> Avenue Storm Drainage (delete); #7-PBC Engineering Services-Haverhill Road Drainage Improvement (delete); #8-PBC Engineering Service--Glen Ridge/Cloud Lake Drainage; #9-PBC Engineering Services--Limestone Creek Drainage	\$1,301,500	\$1,301,500	\$878,691.67	4 Unit	4 Unit	2 Unit
03J	#4-Westgate/Belvedere Homes CRA-Belvedere Homes Drainage and Sanitary Sewer Improvement; #5-Town of Jupiter-Indian Creek Community-Drainage Improvement	\$2,728,500	\$2,728,500	\$3,537,553.33	2 Unit	2 Unit	2 Unit
03K	#1-West Palm Beach Housing Authority - Southridge Infrastructure Improvements; #2-West Palm Beach	\$682,619	\$682,619	\$682,619 ✓	213 HU	213 HU	213 HU



	<b>Housing Authority – Colony Oaks Infrastructure Improvements</b>						
14B	<b>#10- West Palm Beach Housing Authority – Newton Woods Development Rental Hardening</b>	\$740,744	\$740,744	\$740,744 ✓	100 HU	100 HU	60 HU
21A	<b>ADMINISTRATION: #11- Administration costs of DRI program</b>	\$163,355	\$163,355	\$163,355 ✓	N/A	N/A	N/A
21B	<b>ENGINEERING: #1, #2 Activity #3, #8, #9</b>	\$771,228	\$771,228	\$ 184,648 ✓	213 HU* 4 Unit*	213 HU* 4 Unit*	213 HU* 2 Unit*
<b>Totals</b>		<b>\$6,533,405</b>	<b>\$6,533,405</b>	<b>\$6,533,405</b>	<b>213 HU 4 Units</b>	<b>213 HU 4 Units</b>	<b>273 HU 4 Units</b>

\*Duplicate units of activity accomplishments which are also reported under related activity and not counted in grant totals

Activity Code		Activity Name		Beneficiaries									
				Total Beneficiaries			Low & Moderate Income				Very Low Income		
				Original	Current	Proposed	Original		Proposed		Original		Proposed
#	#	#	#	%	#	%	#	%	#	%			
03	#3-Town of Mangonia Park - Emergency Generator Installation	1,294	1,294	1,294	829	64%	829	64%	N/A	N/A	N/A	N/A	
03I	#6-PBC Engineering Services Division—10 <sup>th</sup> Avenue Storm Drainage (delete); #7-PBC Engineering Services-Haverhill Road Drainage Improvement (delete); #8-PBC Engineering Service--Glen Ridge/Cloud Lake Drainage; #9-PBC Engineering Services--Limestone Creek Drainage	24,958	24,958	1,681	15,204	61%	961	57%	N/A	N/A	N/A	N/A	
03J	#4-Westgate/Belvedere Homes CRA-Belvedere Homes Drainage and Sanitary Sewer Improvement; #5-Town of Jupiter-Indian Creek Community-Drainage Improvement	6589	6589	6589	4244	64%	4244	64%	N/A	N/A	N/A	N/A	
03K	#1-West Palm Beach Housing Authority - Southridge Infrastructure Improvements; #2- West Palm Beach Housing Authority - Colony Oaks Infrastructure Improvements	639	639	639	639	100%	639	100%	N/A	N/A	N/A	N/A	
14B	#10- West Palm Beach Housing Authority - Newton Woods Development Rental Hardening	TBD	TBD	240	TBD	TBD	240	100%	N/A	N/A	N/A	N/A	
21A	ADMINISTRATION: #11- Administration costs of DRI program	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

21B	ENGINEERING: #1, #2 Activity #3, #8, #9	32,188*	32,188*	6,352*	19,914*	62%	2,326*	37%	N/A	N/A	N/A	N/A

\*Duplicated persons who were counted in a related activity.

20. Total # Unduplicated Beneficiaries	<u>Original</u> 32,841	<u>Proposed</u> 10,443
21. Total # Unduplicated LMI Beneficiaries	<u>20,277</u>	<u>6,913</u>
22. Total # Unduplicated VLI Beneficiaries	<u>N/A</u>	<u>N/A</u>
23. Total # Unduplicated LMI Households	<u>N/A</u>	<u>N/A</u>
24. Does this amendment reduce ANY other project funds previously committed as leverage from local or other sources? YES _ NO <b>XX</b> (If YES, you <b>MUST</b> complete and attach Source and Use of Funds form.)		