

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: November 18, 2014       Consent       Regular  
     Ordinance       Public Hearing

Department: Department of Economic Sustainability

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** an Agreement with the Riviera Beach Community Redevelopment Agency (RBCRA) for the period of November 18, 2014 to June 30, 2015.

**Summary:** This Agreement provides \$150,000 in Community Development Block Grant (CDBG) funds allocated by the Board of County Commissioners on June 3, 2014 (Agenda Item #31-3) to RBCRA. These funds will be utilized for architectural and engineering costs associated with preparation of construction plans for the Riviera Beach Public Market (Market). The Market which will be located on Avenue C between East 12<sup>th</sup> and 13<sup>th</sup> Streets in Riviera Beach is a component of RBCRA's overall Riviera Beach Marina Village. The Market project entails the new construction of a 48,000 square foot, two-story building that will house ground-floor stalls for vendors of fresh foods, local and organic products, and second-floor shops and studio space for local artisans and craftsmen. It is anticipated that 59 businesses will operate within the Market. The businesses will be both newly-established businesses and existing businesses expanding and relocating operations. If the Market is not constructed, RBCRA will be required to repay the CDBG funds to the County. **The Public Market project is projected to create two 284 construction jobs, 120 permanent jobs, and have a five (5) year economic sustainability impact of \$51,000,000. These are Federal CDBG grant funds which require no local match.** (DES Contract Development) District 7 (TKF)

**Background and Justification:** The U.S. Department of Housing and Urban Development (HUD) provides Palm Beach County an annual formula-based allocation of CDBG funds. The CDBG program supports efforts to provide decent affordable housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. The project is CDBG eligible per 24 CFR 570.203(a)-Special Economic Development Activities, and when constructed will meet the National Objective of benefitting low- and moderate-income persons per 570.208(a)(1)-Area Benefit.

In 2008, the County hired a consultant who completed a business plan for the Market at a cost of \$87,400. In 2010, the County also assisted the Treasure Coast Regional Planning Council in obtaining a \$60,204 grant from the U.S. Department of Agriculture which was used to match \$44,000 in RBCRA funds for the preparation of a comprehensive market survey, a site analysis, a preliminary engineering report, and a plan, budget and timeline for the project which were completed in 2012.

**Attachments:**

1. Location Map
2. Agreement with the Riviera Beach Community Redevelopment Agency

Recommended By:       10-31-14  
    Department Director      Date

Approved By:       11/16/14  
    Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	150,000				
External Revenues	(150,000)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				

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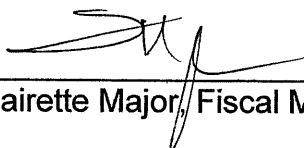
**Is Item Included In Current Budget?** Yes  X  No    
 Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8201 Prog Code/Period BG46A/GY12

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

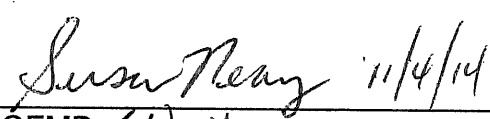
**Approval of this agenda item will allocate \$150,000 in CDBG funds to the Riviera Beach Community Redevelopment Agency.**

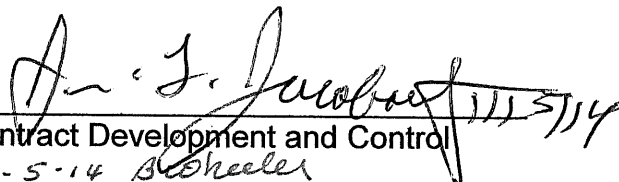
**C. Departmental Fiscal Review:**

  
 \_\_\_\_\_  
 Shairette Major, Fiscal Manager II

**III. REVIEW COMMENTS**

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

  
 \_\_\_\_\_  
 OFMB *11/3* *11/4*

  
 \_\_\_\_\_  
 Contract Development and Control  
*11-5-14* *B. Wheeler*

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Chief Assistant County Attorney

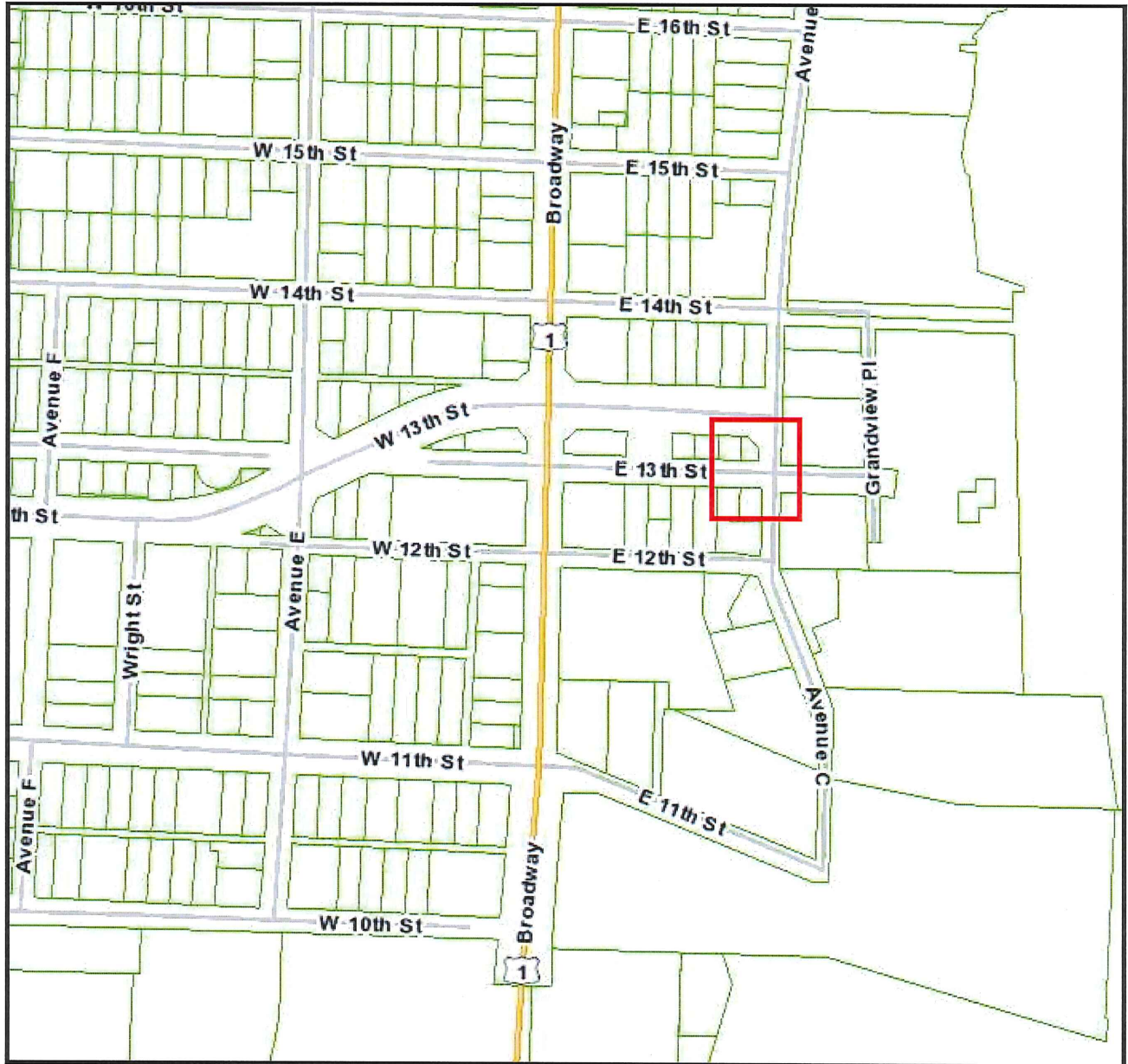
**C. Other Department Review:**

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

LOCATION MAP



Riviera Beach CRA  
Public Market Project



**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

**THIS AGREEMENT**, entered into on November 18, 2014, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **Riviera Beach Community Redevelopment Agency**, an Agency duly organized and existing by virtue of the laws of the State of Florida (Chapter 163.356), having its principal office at **2001 Broadway, Suite 300, Riviera Beach, FL 33404**.

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

**WHEREAS**, **Palm Beach County** made \$150,000 in CDBG funds available to the **Riviera Beach Community Redevelopment Agency** to provide services to low and moderate income persons within its Municipal boundaries by funding architectural and design services for the Riviera Beach Marina District Redevelopment Project; and

**WHEREAS**, **Palm Beach County** and the **Riviera Beach Community Redevelopment Agency** desire to provide the activities specified in Part II of this Agreement; and

**WHEREAS**, **Palm Beach County** desires to engage the **Riviera Beach Community Redevelopment Agency** to implement such undertakings of the CDBG Program.

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

**PART I**  
**DEFINITION AND PURPOSE**

**1. DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability.
- (D) "Agency" means **Riviera Beach Community Redevelopment Agency**.
- (E) "DES Approval" means the written approval of the DES Director or designee.
- (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (G) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**

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

**PART II**  
**PROJECT SCOPE, ELIGIBLE ACTIVITIES, AND NATIONAL OBJECTIVE**

1. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by DES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and incorporated herein by reference.

2. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Agency shall utilize this CDBG allocation to fund architectural and design services required for the construction of the Riviera Beach Public Market. The Public Market is determined to be an eligible activity under 24 (CFR) 570.203 (a) - **Special Economic Development Activities**. The Parties acknowledge that the eligible activities carried out under this Agreement as described in the scope of work in Exhibit "A" will, upon completion of the Public Market, meet the CDBG Program National Objective of benefitting **Low- and Moderate Income Persons per 24 CFR 570.208(a)(1) - Area-Benefit.**

**PART III**  
**COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT**

1. **MAXIMUM COMPENSATION**

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** for the period of November 18, 2014 through June 30, 2015. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

2. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-12-UC-12-0004. The effective date shall be November 18, 2014 and the services of the Agency 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 Agency by June 30, 2015.

3. **METHOD OF PAYMENT**

The County agrees to reimburse the Agency for all eligible budgeted costs paid to Song and Associates, Inc. permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to DES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by DES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to DES for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports approved by the Agency and DES. Invoices will not be honored or approved if received by DES later than forty-five (45) days after the expiration date of this Agreement.

4. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in DES Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify DES in writing within thirty (30) days of receiving notification from the funding source and shall submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(C) **SUBCONTRACTS**

The consulting work or services covered by this Agreement shall be subcontracted to Song and Associates, Inc., as described in Exhibit A. All work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All changes to the said subcontracts shall be submitted by the Agency to DES and approved by DES prior to execution. All subcontracts shall be subject to Federal, State and County laws and regulations.

(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 Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, 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 DES, COUNTY, AND U.S. HUD REQUIREMENTS**  
DES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by DES, the County or U.S. HUD at any time.

(G) **PRIOR WRITTEN APPROVALS - SUMMARY**  
The following, among others, require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) **PROGRAM-GENERATED INCOME**  
The Agency shall comply with the program income requirements imposed by 24 CFR 570.500 (a) and 570.504 (c) and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported to DES on a annual basis.

The Agency may request that program income be used to fund other eligible uses, subject to DES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

**The requirements of this Paragraph shall survive the expiration or earlier termination of this Agreement.**

#### **PART IV** **GENERAL CONDITIONS**

1. **OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE**

The Agency agrees that no person shall on the grounds of race, color, disability, ancestry, national origin, religion, age, familial status, sex, sexual orientation, marital status, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a minimum, the Agency shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

If during the year, the Agency expends over \$500,000 of Federal awards, the Agency shall comply with the Provision of OMB Circular A-133. The Agency 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 thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the Agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

**8. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Agency 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 Agency's control upon expiration or earlier termination 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 minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

**9. DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request by DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

**10. INDEMNIFICATION**

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

**11. INSURANCE**

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. The requirements contained herein as to types and limits, as well as the County's



review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) **COMMERCIAL GENERAL LIABILITY**

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

(B) **BUSINESS AUTOMOBILE LIABILITY**

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

(C) **WORKERS' COMPENSATION & EMPLOYER'S LIABILITY**

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

(D) **ADDITIONAL INSURED**

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

(E) **CERTIFICATE OF INSURANCE**

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. In addition, the Agency agrees to notify the County of any cancellation, material change, or non-renewal of coverage taking place during the term of this Agreement.

The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners  
c/o Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

12. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency 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.

2. **OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

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

3. **PROJECT BENEFICIARIES**

At least fifty one percent (51%) of the beneficiaries of a project funded through this Agreement must be low and moderate income persons. The number of beneficiaries shall be determined by the populations of the Census Tracts constituting the local area served by the commercial and retail opportunities offered by the Public Market.

4. **GENERAL COMPLIANCE**

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Agency agrees to comply with the applicable uniform administrative requirements as described in CDBG Regulations 24 CFR 570.502.

6. **EVALUATION AND MONITORING**

The Agency agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions. **Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by DES. Substandard performance, as determined by DES, will constitute noncompliance with this Agreement.**

Upon request, the Agency agrees to furnish copies of transcriptions of such records and information as is determined necessary by DES. The Agency shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Agency shall provide information as requested by DES to enable DES to complete reports required by the County or U.S. HUD. The Agency shall allow DES or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by DES or U.S. HUD.

7. **AUDITS AND INSPECTIONS**

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

**13. CONFLICT OF INTEREST**

The Agency shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to DES, provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

**14. CITIZEN PARTICIPATION**

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

**15. RECOGNITION**

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

**16. AGREEMENT DOCUMENTS**

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

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133;
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Agency's Personnel Policies and Job Descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance.

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

**17. REDUCTION IN FUNDING**

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

**18. TERMINATION AND SUSPENSION**

In the event of early termination, the Agency 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 Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency 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 or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

**(B) TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

**(C) TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

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

**19. 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.

**20. AMENDMENTS**

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

**21. PROJECT REPRESENTATIVE**

The Agency must designate, in writing, its Project Representative who is responsible for administering the Agreement, and who has the authority to bind and obligate the Agency in the performance of the work. Communication with the Agency shall be through this Representative. The Agency shall notify DES immediately if the Project Representative is changed, identify the name of the new Representative, and the effective date of the change.

**22. INDEPENDENT AGENT AND EMPLOYEES**

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

**23. NO FORFEITURE**

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

**24. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Agency 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).

**25. DRUG - FREE WORKPLACE**

The Agency shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

**26. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**27. COUNTERPARTS OF THIS AGREEMENT**

This Agreement, consisting of sixteen (16) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

**28. EXCLUSION OF THIRD PARTY BENEFICIARIES**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

29. **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 representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on the 29<sup>th</sup> day of October, 2014.

(AGENCY SEAL)



**THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: [Signature]  
Judy Davis, Chair

By: [Signature]  
Tony Brown, Executive Director

(COUNTY SEAL BELOW)

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

**BOARD OF COUNTY COMMISSIONERS**

ATTEST: SHARON R. BOCK,  
Clerk & Comptroller

By: \_\_\_\_\_  
Mayor  
Palm Beach County

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

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
Tammy K. Fields  
Chief Assistant County Attorney

By: [Signature]  
Sherry Howard  
Deputy Director

EXHIBIT "A"

WORK PROGRAM NARRATIVE

1. AGENCY ACKNOWLEDGEMENTS AND OBLIGATIONS

The Agency acknowledges the following:

- Song & Associates, Inc. was the highest ranking firm in response to the City Of Riviera Beach's RFQ-12 to provide architectural and design services to the Agency for the Public Market Element of the Marina District South Redevelopment Project.
- Pursuant to a proposal dated July 18, 2014 from Song and Associates, Inc., the RBCRA has executed an Agreement dated August 15, 2014, for Song and Associates, Inc. to provide said services
- The RBCRA has committed the necessary funding to complete all tasks for architectural and design services as proposed by Song and Associates, Inc. in the above referenced proposal. This funding will be available to the RBCRA on or about March 15, 2016.
- Funds expended under this Agreement will only meet a CDBG National Objective upon completion of construction of the Public Market and initiation of retail operations. If a National Objective is not met, HUD may demand repayment of funds expended under this Agreement.
- If the Agency fails to complete construction of the Public Market at the Riviera Beach Marina District Redevelopment Project by September 30, 2017, or upon demand of repayment by HUD, the County may demand repayment of all funds expended under this Agreement, and the Agency shall upon such demand make full repayment to the County of said funds.

A. **SCOPE OF WORK:** The Agency shall utilize this allocation to fund certain phases of the architectural and design services contract with Song & Associates. Deliverables and/or tasks for completion shall include the following:

- Conceptual Design
- Master Plan Coordination
- Schematic Design

B. **REPORTS:** The Agency shall maintain and submit to DES the following report:

A **Detailed Monthly Narrative Report** (attached as Exhibit "C" and incorporated by reference) shall be submitted to DES by the 10<sup>th</sup> day of each month, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

Section B.2. of the **Detailed Monthly Narrative Report**, shall detail all program income received by the Agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504 and as described herein.

THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

- C. **PROJECT BUDGET:** The Agency shall utilize funds provided under this Agreement as a reimbursement of expenses paid by the Agency to Song and Associates, Inc. for tasks performed for completion of above referenced architectural and design services.
- D. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG expenditure deadlines, the Agency shall comply with following Performance Benchmarks:

Conceptual Design Complete by:	January 31, 2015
Master Plan Coordination Complete by:	February 28, 2015
Schematic Design Complete by:	March 31, 2015

**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 DES.**

**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 CDBG funding allocations.**

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

- E. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Agency shall submit, no later than the 10<sup>th</sup> day of each month, consecutively numbered invoices on the Agency's letterhead to DES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice cover sheet (Exhibit "B") which shall be signed by a person authorized by the Agency to submit invoices.
- F. **REPAYMENT:** In addition to other provisions for repayment herein, the Agency shall repay to the County funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which result in HUD requiring repayment from the County.

**2. COUNTY OBLIGATIONS:**

- A. Reimburse the Agency an amount not to exceed **\$150,000** for expenses related to architectural and design services for the Public Market at the Riviera Beach Marina District South Redevelopment Project.
- B. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DES, may be conducted by DES staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to DES on program activities.
- C. Assume the environmental responsibilities described at 24 CFR 570.604



**EXHIBIT "B"**

**COVER SHEET**

**AGENCY'S LETTERHEAD**

TO: Department of Economic Sustainability, Director  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

FROM: Riviera Beach Community Redevelopment Agency  
2001 Broadway – Suite 300  
Riviera Beach, FL 33404

Telephone: \_\_\_\_\_

SUBJECT: **INVOICE REIMBURSEMENT – R2014 - \_\_\_\_\_**

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

\_\_\_\_\_  
Approved for Submission

\_\_\_\_\_  
Date

**EXHIBIT "C"**

**DETAILED MONTHLY NARRATIVE REPORT**

**A. AGREEMENT INFORMATION**

**AGREEMENT NUMBER:** R2014 - \_\_\_\_\_ **Month Covered:** \_\_\_\_\_

Agency: Riviera Beach Community Redevelopment Agency

Address: 2001 Broadway – Suite 300, Riviera Beach FL 33404

Person Preparing Report: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Contract Effective Dates: \_\_\_\_\_ to \_\_\_\_\_

**B.1. CONTRACT FUNDING**

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

Detailed expenditures for the period:

**B.2. DECLARATION OF PROGRAM INCOME:**

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

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

Source of Program Income: \_\_\_\_\_

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

**A. HIGHLIGHTS OF THE PERIOD:**

**B. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:**

**C. PROBLEMS/CONSTRAINTS:**

**D. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED**

# CERTIFICATE OF COVERAGE

**Certificate Holder and Loss Payee**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
C/O DEPARTMENT OF ECONOMIC SUSTAINABILITY  
100 AUSTRALIAN AVENUE, SUITE 500  
WEST PALM BEACH, FL 33406

**Administrator**

Issue Date 9/29/14

**Florida League of Cities, Inc.**  
**Department of Insurance and Financial Services**  
**P.O. Box 530065**  
**Orlando, Florida 32853-0065**

**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 0511

**COVERAGE PERIOD:** FROM 10/1/14

**COVERAGE PERIOD:** TO 10/1/15 12:01 AM STANDARD TIME

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

**Limits of Liability**

\* Combined Single Limit  
Deductible N/A

**Automobile Liability**

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

**Limits of Liability**

\* Combined Single Limit  
Deductible N/A

**TYPE OF COVERAGE - PROPERTY**

- Buildings**
  - Basic Form
  - Special Form
- Personal Property**
  - Basic Form
  - Special Form
- Agreed Amount
- Deductible \$500
- Coinsurance 80%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

**Miscellaneous**

- Inland Marine
- Electronic Data Processing
- Bond

**Limits of Liability on File with Administrator**

**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- Statutory Workers' Compensation
- Employers Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 By Disease
  - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

**Automobile/Equipment - Deductible**

- Physical Damage
  - Per Schedule - Comprehensive - Auto
  - Per Schedule - Collision - Auto
  - NA - Miscellaneous Equipment

**Other**

\* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, 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: Community Development Block Grant Program

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents, c/o Department of Economic Sustainability is hereby added as additional insured, as respects the member's liability regarding the above described item.

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**

Riviera Beach Community Redevelopment Agency  
2001 Broadway Suite 300  
Riviera Beach FL 33404

**Cancellations**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED 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