

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

| | | | |
|-----------------------|--|--|--|
| Meeting Date: | March 10, 2015 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| | | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |
| Department: | Department of Economic Sustainability | | |
| Submitted by: | Department of Economic Sustainability | | |
| Submitted for: | Westgate/Belvedere Homes CRA | | |

I. EXECUTIVE BRIEF

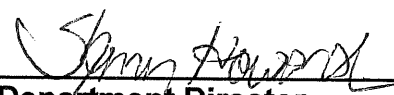
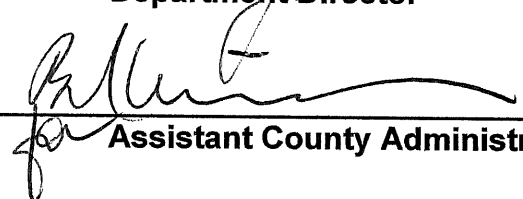
Motion and Title: **Staff recommends motion to approve:** An Agreement with the Westgate Belvedere Homes Community Redevelopment Agency (WCRA) in the amount of \$167,000 for the period of March 10, 2015 through December 25, 2015.

Summary: This Agreement will provide \$167,000 in Federal Community Development Block Grant (CDBG) contingency funds to complete the second phase of the widening of the L2 Canal. This project will improve storm water drainage in the Westgate area, and represents a portion of the local match for a \$1,116,317 grant secured from the State for property acquisition, relocation of impacted residents and construction work related to the widening of the canal. **Implementation of the construction contract is projected to create 27 jobs and have a one (1) year Economic Sustainability Impact of \$3 Million. These are Federal CDBG funds which require no local match.** (DES Contract Development) District 7 (JB)

Background and Justification: The County secured this \$1,116,317 grant of Federal funds from the State of Florida, Division of Emergency Management. The County has designated the WCRA as the agency responsible for the administration of these Federal funds. These CDBG funds will be applied towards the construction contract which is estimated at \$655,475. This project has been determined by the Department of Economic Sustainability to be an eligible activity under the CDBG Program and the funds for this project were approved via the Eighth (8th) Amendment to the Fiscal Year 2014-2015 Action Plan (R2014-1079) which was approved by the Board of County Commissioners on July 22, 2014.

Attachments:

1. Location Map
2. Agreement with the WCRA with Exhibits A to C

| | | |
|------------------------|---|----------------|
| Recommended By: |  | <u>2-18-15</u> |
| | Department Director | Date |
| Approved By: |  | <u>2/20/15</u> |
| | 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 | \$167,000 | | | | |
| External Revenues | (\$167,000) | | | | |
| Program Income | | | | | |
| 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.:

Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period: BG50F/GY13

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

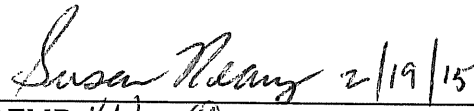
Approval of this agenda item will allocate \$167,000 in CDBG funds to the Westgate Belvedere Homes Community Redevelopment Agency for L-2 Canal widening.

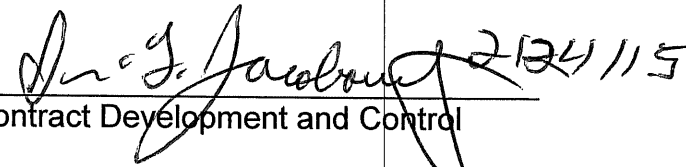
C. Departmental Fiscal Review:


 Shairette Major, Fiscal Manager I

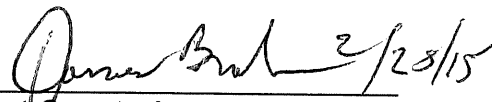
III. REVIEW COMMENTS

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


 OFMB ^{KO} _{2/19} ^{PA} _{2/19}


 Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney

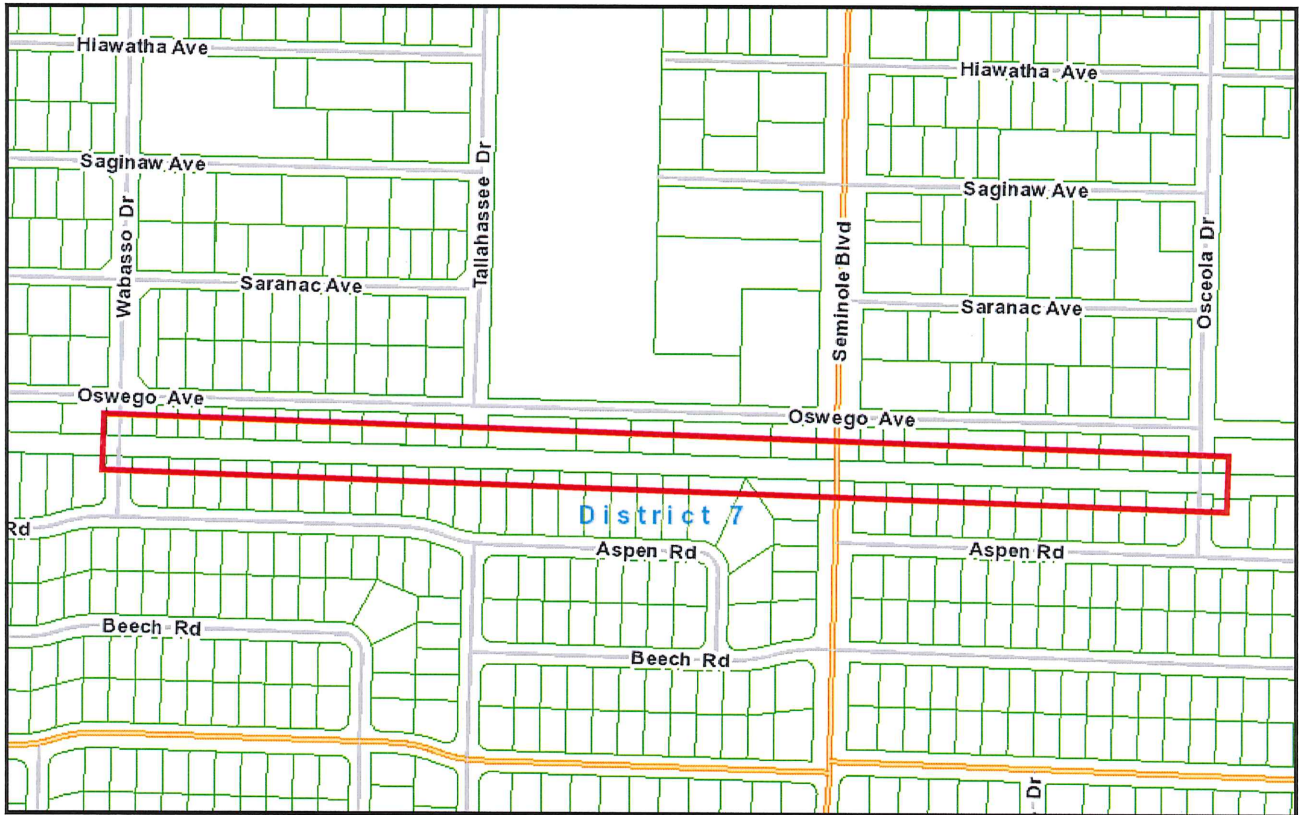
C. Other Department Review:

 Department Director

LOCATION MAP



L-2 Canal widening project



AGREEMENT BETWEEN PALM BEACH COUNTY

AND

WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

THIS AGREEMENT, entered into on _____, 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 Program, and the **Westgate Belvedere Homes Community Redevelopment Agency (Westgate CRA)**, a dependent taxing district, created by Palm Beach County pursuant to Florida Statutes Section §163, Part III, duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1280 North Congress Avenue, Suite 215, West Palm Beach, FL, 33409, and its Federal Tax Identification number as 52-1657361; and

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant 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, in accord with its annual Action Plan, as amended, and the **Westgate CRA**, desire to provide the activities specified this Agreement; and

WHEREAS, Palm Beach County desires to engage the **Westgate CRA** to implement such undertakings of the Community Development Block Grant Program.

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

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Agency" means the **Westgate CRA**.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its 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 this Agreement.

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

The Agency shall implement the acquisition and demolition of properties and widening of the L2 Canal, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit A, will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

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 Agreement. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to complete the improvements outlined in Exhibit A as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Agency agrees to accept as full payment for 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, which shall not be unreasonably withheld. These 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 \$167,000 for the period of February 3, 2015, through and including December 25, 2015. Any funds not obligated by the Agreement expiration date shall remain with the County and no longer be eligible for reimbursement to the Agency.

7. **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 No. B-14-UC-12-0004. The effective date shall be the date of execution of this Agreement, 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 prior to December 25, 2015.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Agency for all budgeted costs 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, and in no event shall the County provide advance funding to the Agency or any subcontractors hereunder. The Agency shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Agency may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Agency shall be accompanied by a letter from the Agency, provided on the Agency'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 DES. The Agency may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Agency during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Agency through this agreement are still available for payment, and provided that DES approves such payment.

9. 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. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by 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 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 systems 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 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 Agency to DES and approved by DES 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 Palm Beach County and 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 DES 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 24 CFR 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 DES, COUNTY, AND U.S. HUD REQUIREMENTS

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

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

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

(H) PROGRAM - GENERATED INCOME

All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement, or shall be returned to DES. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Agency may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Agency is in compliance with its obligations 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). The Agency hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income.

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

10. NON-DISCRIMINATION

The Agency warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Agency has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Agency does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Agency will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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 Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency 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.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Agency shall provide written verification of compliance.

13. 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 based on the terms of this Agreement. The Agency agrees to furnish upon request to DES, or the County's designees, 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 HUD. The Agency shall allow DES, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, the County, 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. If during the year, the Agency expends over \$500,000 of Federal awards, the Agency shall comply with the provisions 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, 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 are 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 shall 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 shall provide technical assistance to the Agency, as deemed necessary by the County.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

16. CDBG FUNDING AT EXPIRATION

Upon expiration or termination of this Agreement, any funds not obligated by the Agency shall remain with the County and no longer be available for reimbursement to the Agency. Agency shall transfer to the County any accounts receivable that are attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Agency 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.

17. 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 be made available to the County by the Agency at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. 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.

18. 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 Agency against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Agency shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Agency's negligence in connection with this Agreement. 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 Agency shall hold the County harmless and shall 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 the Agency. The provisions of this indemnification clause shall survive the termination of this Agreement.

19. INSURANCE BY AGENCY:

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

20. 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.

21. CONFLICT OF INTEREST

The Agency 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 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 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.

22. 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 informed of the activities the Agency is undertaking in carrying out this Agreement. Representatives of the Agency shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

23. RECOGNITION

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

24. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and 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 Agency;
- (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, 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 CDBG Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Agency's personnel policies and job descriptions; and
- (J) 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.

25. 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.

26. 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.

27. 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 Agency, and signed by both parties.

28. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its address on Page 1 of this Agreement.

29. 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 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.

30. 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.

31. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 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).

32. 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.

33. 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.

34. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty-two (22) 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.


35. ENTIRE UNDERSTANDING

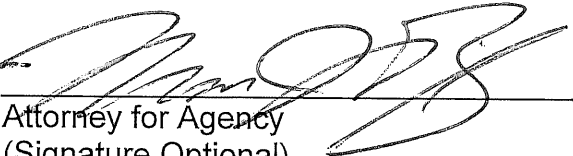
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this _____ day of _____, 20__.

(AGENCY SEAL BELOW)

WESTGATE/BELVEDERE HOMES CRA

By: 
Ronald L. Daniels,
Vice-Chair

By: 
Attorney for Agency
(Signature Optional)

(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: _____
Shelley Vana, 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: _____
James Brako,
Assistant County Attorney III


By: 
Sherry Howard,
Deputy Director

EXHIBIT A
WORK PROGRAM NARRATIVE

1. AGENCY OBLIGATIONS:

A. PROFESSIONAL SERVICES:

(1) The Agency has procured the services of an engineering consultant (a Florida Licensed Engineer) to provide design services to create plans and specifications for the demolition of acquired properties and the site work required for the widening of the L2 Canal. The consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design, demolition and construction work with the asbestos abatement contractor, if necessary. Expenses related to the engineering consultant are not reimbursable with funds provided for in this Agreement.

(2) The Agency, at some future date, may procure the services of a consultant to provide services required for the acquisition of property and the relocation of impacted residents. Expenses related to the acquisition/relocation consultant are not reimbursable with funds provided for in this Agreement.

B. PROJECT DEFINITION: The funding contained herein (\$167,000) is part of a local match (\$364,117) required by the Hazard Mitigation Grant Program (HMGP 1609-142-A, funded under Severe Floods FEMA-1609-DR-FL) provided through the State of Florida, Division of Emergency Management. The Westgate CRA is responsible for the balance of the local match (\$197,117) and for the administration of the Agreement with the State of Florida, Division of Emergency Management. At DES's request, the Westgate CRA shall provide evidence of the balance of the matching funds required in the referenced HMGP.

I. Scope of Work: Property Acquisition, Relocation and Demolition

- Acquisition of five (5) properties along the L2 and Airport Canals
- Provide Relocation Assistance, where applicable
- Demolition of structures and removal of all infrastructure (i.e. water, sewer, septic, etc.)

II. Scope of Work: Site Improvements

- Open space, including the eight (8) vacant parcels owned by the Westgate CRA, shall be graded to increase basin storage, reduce channel velocities and provide open space and recreational area.
- Acquired properties and vacant lots shall be excavated to include detention areas and to extend the width of the canals.
- A concrete revetment may be constructed along the canal adjacent to the remaining homes.
- Landscaping and other improvements consistent with this type of project and approved by HMPG shall be permitted.

III. Eligible Reimbursable Expenses

Funds provided through this Agreement shall be reimbursed to the Westgate CRA pursuant to the terms contained herein. Eligible expenses for reimbursement are restricted to construction activities only.

(1) Should the Agency use brand names in the bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that the specified brand name is used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

The Agency agrees that the use of more than one brand name shall not be regarded as having met the above requirements.

(2) The Agency shall submit its bid packages/drawings/specifications, and an itemized opinion of probable construction costs, prepared by its consultant, to DES and obtain a letter of approval prior to bidding the construction contract and the lighting contract. Furthermore, the Agency shall obtain DES approval prior to issuing any addenda to its bid documents for either contract.

(3) The Agency shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DES.

(4) The Agency shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Agency may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Agency such waiver.

(5) The Agency shall not award the construction contract until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Agency shall obtain DES approval prior to awarding the contract to be funded through this Agreement. After awarding said contract, the Agency shall obtain DES approval prior to executing any change orders to the contract.

(6) Should the construction contract amount exceed the amount to be funded by the County through this Agreement, then the Agency shall fund all amounts in excess of the amount to be funded by the County. The Agency may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Agency would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Agency would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount.

The Agency shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of a reimbursement to the City.

(7) The Agency shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Agency shall only request reimbursement for materials and equipment that have been installed.

(8) The Agency shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

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

- C. **ASBESTOS REQUIREMENTS:** The Agency shall comply with all applicable requirements contained in Exhibit C, attached hereto, for demolition and construction work in connection with the project funded through this Agreement.
- D. **DAVIS-BACON ACT:** The Agency shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Agency shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its bid solicitation and contract.
- E. **BONDING REQUIREMENTS:** The Agency shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$100,000, the Agency shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$100,000, the Agency shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price.

A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Agency may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$100,000, or less.

- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of the contracts, the Agency shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Agency shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Agency shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES prior to the release of final retainage to the contractor.
- G. **FORMER PROJECTS:** The Agency shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- H. **PERFORMANCE REQUIREMENTS:** The time frame for completion and project close-out of construction contract shall be December 25, 2015. The Agency shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

| | |
|--|-----|
| Design Complete by: | TBD |
| Advertise, Accept Bids, & Award Contract by: | TBD |
| Start Construction by: | TBD |
| Complete Construction Contract by: | TBD |
| Submit Final Reimbursement Request by: | TBD |

- I. **REPORTS:** The Agency shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit B to this Agreement. Each Report must account for the total activity for which the Agency is funded under this Agreement, and a Agency representative must certify that all of the Agency's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Agency's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Agency depending upon the timely completion of the performance requirement deadlines and/or the rate of expenditure of funds, as determined by DES.

The Agency may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Agency to comply with these requirements may negatively impact ability to receive future grant awards.

- J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Agency agrees in regard to the use of the facility/property whose improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Agency may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Agency provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
 - (2) If the Agency determines, after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
 - (3) Following the reimbursement of CDBG funds by the Agency to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration of this Agreement.

- K. **SECTION 3 REQUIREMENTS:** The Agency agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Agency 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. 170 1u (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 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.

L. **ENVIRONMENTAL CONDITIONS:** The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Agency must consider in the design and implementation of the project. The ER notification letter sent by DES will include a description of any conditions and mitigation measures required to be undertaken by the Agency. Where applicable, the Agency shall submit to DES a plan of action and an implementation schedule for complying with the identified conditions requiring mitigation. The Agency shall comply with all requirements established by the County emulating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Agency shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Agency acknowledges that such mitigation measures may affect the total project cost and that Agency may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$167,000. However, the County shall not provide any funding for the construction work until the Agency provides documentation showing that sufficient funds are committed and available to complete the project.
- B. Provide project administration and inspection to the Agency to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Agency at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.
- D. Perform Davis-Bacon Act Labor Standards monitoring and enforcement.
- E. Allowable costs to be reimbursed to the WCRA by the County under this Agreement are restricted to construction costs and related site work associated with the widening of the L2 Canal.

EXHIBIT B

PALM BEACH COUNTY ECONOMIC SUSTAINABILITY

MONTHLY PERFORMANCE REPORT

| | |
|----------------------------|---|
| Report For: | Month: _____ Year: _____ |
| Sub-recipient Name: | Westgate CRA |
| Project Name: | Property Acquisition, Demolition and L2 Canal Widening |
| Report Prepared By: | _____ |
| | Name _____ Signature _____ Date _____ |

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:\$ _____ Other Funds:\$ _____

Amounts Expended to Date:

| //////////////////////////////////// | BUDGETED | EXPENDED | PERCENTAGE |
|--------------------------------------|---------------|----------|------------|
| CDBG Funds: | \$ 167,000.00 | \$ | % |
| Other Funds: _____ | \$ | \$ | % |
| Other Funds: _____ | \$ | \$ | % |
| TOTAL: | \$ | \$ | % |

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): _____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Describe any problems encountered during this reporting period: _____

Other comments: _____

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

Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CIREIS
 Department of Economic Sustainability
 100 Australian Avenue, Suite 500
 West Palm Beach, FL 33406

EXHIBIT C**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit A of this Agreement.

I. DEFINITIONS

| | |
|---------|---|
| ACM: | Asbestos Containing Materials |
| AHERA: | Asbestos Hazard Emergency Response Act |
| EPA: | Environmental Protection Agency |
| FLAC: | Florida Licensed Asbestos Consultant |
| DES: | Palm Beach County Department of Housing and Community Development |
| NESHAP: | National Emission Standards for Hazardous Air Pollutants |
| NRCA: | National Roofing Contractors Association |
| NVLAP: | National Voluntary Laboratory Accreditation Program |
| OSHA: | Occupational Safety & Health Administration |
| PBCAC: | Palm Beach County Asbestos Coordinator (in Risk Management) |
| PLM: | Polarized Light Microscopy |
| RACM: | Regulated Asbestos Containing Materials |
| TEM: | Transmission Electron Microscopy |

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Agency (or Agency, as applicable) has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Agency (or Agency, as applicable) or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Agency (or Agency, as applicable).

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Agency (or Agency, as applicable) must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Agency (or Agency, as applicable) or by DES upon request.
- (c) If the Agency (or Agency, as applicable) contracts the asbestos abatement, the following documents are required to be provided to the DES.
 - 1. An Asbestos Abatement Specification (Work Plan)
 - 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Agency (or Agency, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Agency, as applicable).
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Agency (or Agency, as applicable).

- (a) Asbestos Abatement work may be contracted by the Agency (or Agency, as applicable) or by DES upon request.
- (b) If the Agency (or Agency, as applicable) contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.

- (c) If the Agency (or Agency, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Agency, as applicable).
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Agency (or Agency, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Agency (or Agency, as applicable) or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Agency (or Agency, as applicable) shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Agency (or Agency, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Agency (or Agency, as applicable).

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Agency (or Agency, as applicable) post job documentation submitted to DES. All fees shall be paid by the Agency (or Agency, as applicable).

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Agency (or Agency, as applicable), through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Dept of Labor, OSHA Standard Interpretation
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

CERTIFICATE OF COVERAGE

Certificate Holder
 PALM BEACH COUNTY
 DEPARTMENT OF ECONOMIC SUSTAINABILITY
 100 AUSTRALIAN AVENUE, SUITE 500
 WEST PALM BEACH, FL 33406

Administrator Issue Date 2/10/15
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 0637 **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

\$200,000 Each Person/\$300,000 Each Occurrence

Deductible N/A

TYPE OF COVERAGE - PROPERTY

Buildings

Basic Form

Special Form

Personal Property

Basic Form

Special Form

Agreed Amount

Deductible \$500

Coinsurance 100%

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 NA - Comprehensive - Auto NA - 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 \$500,000 for General Liability (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: CDBG Grant


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

Westgate/Belvedere Homes Community
 1280 North Congress Avenue Suite 215
 West Palm Beach FL 33409

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



February 18, 2015

Edward Lowery, Director
Department of Economic Sustainability
100 Australian Suite 500
West Palm Beach, Fl. 33406

Re: Auto Insurance for CDBG Funded Project

Dear Mr. Lowery

I am writing to certify that the Westgate Belvedere Homes Community Redevelopment Agency does not own any automobiles or motor vehicles.

Thank you for considering our request for CDBG funding.

We look forward to working with you to complete the project.

Sincerely,

Elizée Michel
Elizée Michel, Executive Director

CC: CRA Board
File