

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

Meeting Date:	August 18, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Department of Economic Sustainability		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Receive and File: Three (3) Modifications to Subgrant Agreements as follows:

- A) Modification No. 19 to Subgrant Agreement (R2007-1027) with the Florida Department of Economic Opportunity (DEO) under the 2005 Disaster Recovery Initiative Program (DRI2);**
- B) Modification No. 19 to Subgrant Agreement (R2008-1312) with DEO under the 2005 CDBG Disaster Recovery Initiative Program - Supplemental Appropriation (DRI3); and**
- C) Modification No. 5 to Subgrant Agreement (R2012-1005) with DEO under the 2008 CDBG Disaster Recovery Initiative Program - Supplemental Appropriation (DRI5-DREF).**

Summary: In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached documents have been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator, or designee, in accordance with Resolutions R2006-1351, R2007-1524 and R2011-1384 as approved by the BCC on July 18, 2006, September 11, 2007, and June 21, 2011, respectively. These executed documents are now being submitted to the BCC to receive and file. **These are Disaster Recovery Initiative Program grant funds which do not require a local match.** (DES Strategic Planning Section) Countywide (JB)

Background and Justification: Palm Beach County entered into a Subgrant Agreement with DEO for the receipt of grant funds under DRI2, DRI3 and DRI5-DREF. These three (3) Modifications to Subgrant Agreements each extended the deadlines for its respective grant to September 1, 2015 to enable the completion of ongoing projects. The funded projects are: the Belle Glade Inflow and Infiltration project and the City of Riviera Beach Housing Rehabilitation Program.

Attachments:

1. Modification No. 19 to DRI2 Subgrant Agreement (R2007-1027)
2. Modification No. 19 to DRI3 Subgrant Agreement (R2008-1312)
3. Modification No. 5 to DRI5-DREF Subgrant Agreement (R2012-1005)

Recommended By:	<i>Jerry Stewart</i> _____	7-27-15 _____
	Department Director	Date
Approved By:	<i>Sharon G. B.</i> _____	8-7-15 _____
	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					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT *	0				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes ___ No ___

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

* No fiscal impact

C. Departmental Fiscal Review:


 Shairette Major, Fiscal Manager II

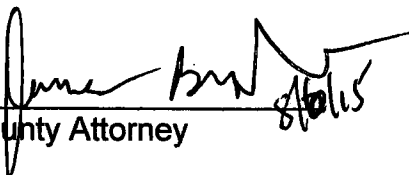
III. REVIEW COMMENTS

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


 OFMB 5/29/15, 7/1/15, 7/1/30, 8/1/30


 Contract Development and Control
 B. W. Neelan 8-4-15

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

Department Director

CDBG
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**MODIFICATION NUMBER 19 TO SUBGRANT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND
PALM BEACH COUNTY**

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, (“the Department” or “DEO”), and Palm Beach County, (“the Recipient”), to modify **DEO/DCA Contract Number 07DB-3V-10-60-01-Z07**, award dated February 16, 2007 (“the Agreement”).

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$14,361,389 to Recipient under the Disaster Recovery Initiative Program (“DRI”) as set forth in the Agreement;

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

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

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

Reinstate Agreement

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

Extend Agreement

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of September 1, 2015.

Revise Activity Work Plan

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

Revise Program Budget and Scope of Work

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

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Change in Participating Parties

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

Inclusion of an Unmet Need as Addressed in the Original Application

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

^{AB} **Change in Number of Accomplishments and/or Beneficiaries**

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

Reflect Change in Agency from DCA to DEO

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

Other: Additional Contract Requirements

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10. Section (5), RECORD KEEPING, is hereby deleted and the following language added:

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, *Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (53 Federal Register 8034) or 2 CFR 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, and either 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*, 2 CFR 220, *Cost Principles for Educational Institutions*, or 2 CFR 230, *Cost Principles for Non-Profit Organizations*.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all contractors and consultants paid from funds under this Agreement, for a period of six years from the date this Agreement is final closed. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by the Department. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

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3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all contractors and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the **Program Budget** - Attachment A - and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all contractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) To the extent that it does not conflict with federal regulations, the Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved contracts and assignments.

11. Section (6), AUDIT REQUIREMENTS, is hereby deleted and the following language is added:

(a) Review the Audit Requirements listed in Attachment ^L~~M~~ of this contract. For local government fiscal years beginning after December 26, 2014, a recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, unless it expends \$750,000 or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment ^L~~M~~, Part II: State Funded, are not applicable to this subgrant agreement which is a Federal pass-through award.

(c) Within sixty (60) days of the close of the fiscal year, on an annual basis, the recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment ^L~~1~~) to audit@deo.myflorida.com. Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement

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within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the audit certification memo that must be sent to the Department if an audit is not required because the local government spent less than \$500,000 (\$750,000 for fiscal years starting after December 26, 2014) in Federal funds during a fiscal year.

(d) In addition to the submission requirements listed above, each recipient should send an electronic copy of its audit report or certification memo (available on the CDBG website) by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager.

12. Section (16)(c), ATTACHMENTS, is hereby modified to add the following:

^{LOA}
 Attachment ~~M~~ – Audit Requirements
^{Ma}
 Attachment ~~N~~ – Audit Compliance Certification

13. Section (18), REPAYMENTS, is hereby modified to add the following:

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 CRF 570.489(b), reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's *Application for Funding*.

(b) In accordance with Section 215.971, FS, the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its contractors are entitled under the terms and conditions of this Agreement.

14. The following is provision is added as Section (24), CONTRACTS:

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to the Department to be reviewed to confirm the following: (i) that the contractor is bound by the terms of this Agreement, (ii) that the contractor is bound by all applicable state and federal laws and regulations, (iii) that the contractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and (iv) provisions addressing bid, payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement.

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For each contract, the Recipient shall report to the Department as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, FS.

15. The following provision is added as Section (25), PUBLIC RECORDS RESPONSIBILITIES:

In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of public records requests received by the Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

(b) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

16. The following is added as Section (26), EMPLOYMENT ELIGIBILITY VERIFICATION:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the Agreement term; and,
 - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractors during the term of the subcontract.

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2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal Recipients, however, may vary, as stated in Article II.D.1.c. Of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:
 3. If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
17. The following provision is added as Section (27), DISCRIMINATORY VENDOR:
- Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Fla. Stat., and that at no time has Recipient been placed on the Discriminatory Vendor List. Recipient further agrees that it shall not violate such law during the term of this Agreement.

18. The following provision is added as Section (28), FINANCIAL CONSEQUENCES:

If the Recipient provides services to any client more than 180 days after receipt of the client application, without recertification of the client's income eligibility, the Recipient shall be assessed a financial consequence in the amount of one percent (1%) of the total amount of weatherization services provided to the ineligible client's dwelling unit

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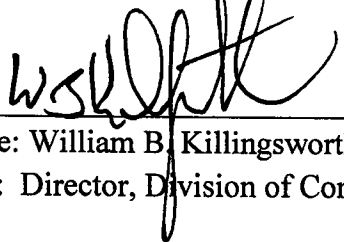
All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

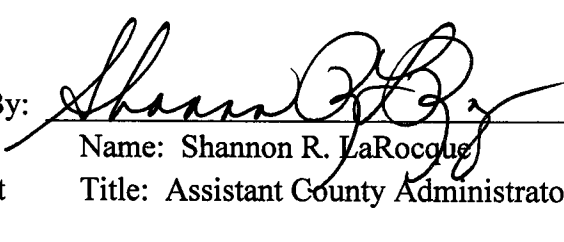
All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

Department of Economic Opportunity

Recipient: Palm Beach County

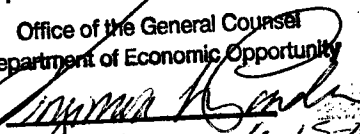
By: 
Name: William B. Killingsworth
Title: Director, Division of Community Development

By: 
Name: Shannon R. LaRocque
Title: Assistant County Administrator

Date: 6/17/15

Date: April 30, 2015

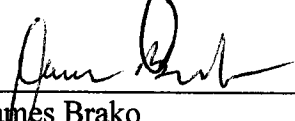
Approved as to form and legal sufficiency, subject only to full and proper execution by the parties

Office of the General Counsel
Department of Economic Opportunity
By: 
Approved Date: 4-15-2015

**Approved as to Terms and Conditions
Dept. of Economic Sustainability**

By: 
Name: Edward W. Lowery, J.D.
Title: Director, DES

Approved as to Form and Legal Sufficiency

By: 
Name: James Brako
Title: Assistant County Attorney

Attachment L

Audit Requirements

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.

5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

Part II: State Funded

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.;

applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myflorida.com/fsaa/statutes.html>.

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

<http://harvester.census.gov/fac/collect/ddeindex.html>

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Attachment M

Audit Compliance Certification

Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Recipient:

FEIN:

Recipient's Fiscal Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Recipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB Circular A-133, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

DEPARTMENT OF ECONOMIC OPPORTUNITY DISASTER RECOVERY INITIATIVE PROGRAM
Attachment 3 - PROJECT WORK PLANS (Revised) AR

RECIPIENT
CONTRACT NO.

Palm Beach County
07DB-3V-10-60-01-Z07

DATE PREPARED
PROJECT BUDGET \$

April 16, 2015
1,200,000 of \$14,361,389.50

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	PROPOSED ADMINISTRATION \$\$ TO BE REQUESTED BY "DATE END"
Activity #13 – City of Riviera Beach– Housing Rehabilitation Program					
Mar 2008	Mar 2014	Program Underway. Agreement with sub-recipient, sub-recipient agreement with consultant, duplication of benefits processing. County approval of applicant participation. 10 homes completed		385,474	
Jun 2014	Jul 2014	Continuous applicant processing/rehabilitation work/reimbursement processing	1	64,000	
Aug 2014	Sep 2014	Continuous applicant processing/rehabilitation work/reimbursement processing	1	26,000	
Oct 2014	Nov 2014	Continuous applicant processing/rehabilitation work/reimbursement processing	3	70,987	
Dec 2014	Jan 2015	Continuous applicant processing/rehabilitation work/reimbursement processing	1	42,665	
Feb 2015	Mar 2015	Continuous applicant processing/rehabilitation work/reimbursement processing	0	0	
Apr 2015	May 2015	Continuous applicant processing/rehabilitation work/reimbursement processing	4	210,615	
Jun 2015	Jul 2015	Continuous applicant processing/rehabilitation work/reimbursement processing	4	184,000	
Aug 2015	Sep 2015	Completion of rehabilitation activities and final reimbursement processing	3	216,259	

Note: More than one activity may be included per form

(Rev. Aug 2004)

DEPARTMENT OF ECONOMIC OPPORTUNITY DISASTER RECOVERY INITIATIVE PROGRAM
Attachment 3 - PROJECT WORK PLANS (Revised) AR

RECIPIENT
CONTRACT NO.:

Palm Beach County
07DB-3V-10-60-01-Z07

DATE PREPARED

April 9, 2015

PROJECT BUDGET \$ **\$170,006.60 of \$14,361,389.50**

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
Activity #31 – PBC Water Utilities Department/City of Belle Glade Inflow & Infiltration/Manhole Rehabilitation					
		Status: Construction Contract Awarded			
February 2015	March 2015	Contract Award to Board of County Commissioners; NTP to be issued to contractor			
March 2015	April 2015	Construction commences : inspections perform progress inspections, Davis Bacon compliance, site visits, employee interviews and payroll reviews Draw Request- Construction continues		\$40,000	
April 2015	May 2015	Construction continues : inspections perform progress inspections, Davis Bacon compliance, site visits, employee interviews and payroll reviews Draw Request		\$40,000	
May 2015	June 2015	Construction continues : inspections perform progress inspections, Davis Bacon compliance, site visits, employee interviews and payroll reviews Draw Request		\$40,000	
June 2015	July 2015	Final inspections, Punch list completed		\$40,000	
July 2015	August 2015	Engineers Certificate of Completion of Construction. Close out project release retainage Additional Draws to be deducted from DRI3 DRI5		\$10,006.60	
August 2015	September 2015	Project Close Out			

Note: More than one activity may be included per form.

(Rev. Aug 2004)

1	A	B	C	D	E	F	G	H	I	J	K	L
2	ATTACHMENT A - DISASTER RECOVERY INITIATIVE PROGRAM											
3	PROGRAM BUDGET AND SCOPE OF WORK (FOR PALM BEACH COUNTY'S 2005 DRI PROGRAM) <i>(Revised) AB</i>											
4	1	2	3	4	5	6	7	8	9	10	11	
5	ACTIVITY	DESCRIPTION	ACCOMPLISHMENTS	NUMBER	BENEFICIARIES	VLI	TOTAL	BUDGET	*OTHER FUNDS	*SOURCE #	NATL. OBJECTIVE	
6	NUMBER		UNIT		LMI			CDBG AMOUNT				
7	03	Public facilities and improvements (17,18, 25a, 25b*, 25c*)	UNIT	6	5104 6,552*	N/A	7319 8,928*	\$1,425,981.00	\$482,350	17	LMI, Area Benefit	
8	03E	Recreation/ neighborhood center, senior center (21)	UNIT	1	10,141	N/A	14,479	\$10,082.00	\$0.00	N/A	LMI, Area Benefit	
9	03I	Flood & Drainage (1c)	LF	3,000	579	N/A	632	\$55,229.95	\$0.00	N/A	LMI, Area Benefit	
10	03I	Flood & Drainage (16, 19b, 26, 27, 28)	UNIT	7	5,321	N/A	8,756	\$2,245,477.45	\$253,559	16, 19b	LMI, Area Benefit	
11	03J	Sewer Line Replacement (19a*, 31)	UNIT	2	2,459 2,953*	N/A	3,776 4,147*	\$365,006.60	\$149,000	19a	LMI, Area Benefit	
12	03K	Street improvements (6,7)	LF	1,150	1,437	N/A	1,948	\$152,491.50	\$41,500	6, 7	LMI, Area Benefit	
13	04A	Demolition of vacant, dilapidated housing units (5, 30a)	HU	206	206	N/A	206	\$833,814.00	\$90,000	5	LMI, Slum/ Blight	
14	08	Temporary Relocation (2c, 8b, 14b, 15b)	HU	0	0	N/A	0	\$0.00	\$0.00	N/A	LMI, Housing Activities	
15	12	Replacement Housing (11, 30b)	HU	31	31	N/A	31	\$5,716,122.73	\$554,000	5	LMI, Housing Activities	
16	14A	Rehab, single-unit residential (8a, 9*, 13, 14a, 29)	HU	60	60	N/A	60	\$1,939,522.27	\$183,573	8a, 13	LMI, Housing Activities	
17	14B	Rehab, multi-unit residential (4, 9, 23, 24a, 24b, 30a*, 30b*)	HU LF	617 4430	6,780 17*	N/A	12,381 17*	\$1,231,826.00	\$482,350	N/A	LMI, Housing Activities	
18	21A	ADMINISTRATION (20)	N/A	N/A	N/A	N/A	N/A	\$385,836.00	\$0.00	N/A	Additional Criteria	
19		TOTALS (unduplicated)		914HU/15UNITS/ 8,580 LF	32,118	N/A	49,588	\$14,361,389.50	\$2,236,332			
20												
21	**Duplicates counted in other activities and not included in totals.											
22												
23	* SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMNS 9 AND 10 ABOVE)											
24	1	(#1,8a,13) City of Belle Glade/City of Delray Beach/City of Riviera Beach						\$183,573				
25	2	(#11) In The Pines						\$554,000				
26	3	(#5) City of Delray Beach						\$90,000				
27	4	(#16) City of Greenacres						\$90,297				
28	5	(#19b) PBC CDBG Program						\$163,262				
29	6	(#19a) Lake Worth Lagoon Grant						\$149,000				
30	7	(#6,7) City of Delray Beach						\$41,500				
31	8	(#17) Town of Jupiter						\$482,350				

ATTACHMENT A - DISASTER RECOVERY INITIATIVE PROGRAM (Revised) ab
PROGRAM BUDGET AND SCOPE OF WORK (Service Area #13 – City of Riviera Beach/Northwest Riviera Beach CRC)

1 NUMBER	2 ACTIVITY DESCRIPTION	3 ACCOMPLISHMENTS UNIT	4 NUMBER	5 LMI	6 VLI	7 TOTAL	8 CDBG AMOUNT	9 *OTHER FUNDS	10 *SOURCE #	11 NATL. OBJECTIVE
14A	Replacement of hurricane-damaged roofs, including mold abatement, if necessary(#13)	HU	36	36	N/A	36	\$ 1,200,000	\$ 166,178	City	LMI, Housing Activities
TOTALS			36	36	0	36	\$1,200,000	\$166,178		

* SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMNS 9 AND 10 ABOVE)

1 City of Riviera Beach	<u>\$166,178</u>
2 _____	_____

NOTE: This Activity includes an additional \$36,000 in Administration cost which is listed under Activity #20 Administration.

ATTACHMENT A - DISASTER RECOVERY INITIATIVE PROGRAM (Revised) AR
PROGRAM BUDGET AND SCOPE OF WORK (Service Area #31--PBC Water Utilities Department/City of Belle Glade Inflow & Infiltration/Manhole Rehabilitation Phase 2)

1	2	3	4	5	6	7	8	9	10	11
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET			
NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	*OTHER FUNDS	*SOURCE #	NATL. OBJECTIVE
03J	Rehabilitation of manholes and service laterals to reduce major inflow and infiltration.	Unit	1	2,459		3,776	\$170,006.60			LMI, Area Benefit
TOTALS			1	2459	0	3776	\$170,006.60			

L/M concentration in activity service area is higher than reflected by census data.

* SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMNS 9 AND 10 ABOVE)

- 1 _____
- 2 _____

Modification to Subgrant Agreement

6/1/2013

**MODIFICATION NUMBER 19 TO SUBGRANT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND
PALM BEACH COUNTY**2015 MAY 24 AM 11:33
CDBG

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, (“the Department” or “DEO”), and Palm Beach County, (“the Recipient”), to modify **DEO/DCA Contract Number 08DB-D3-10-60-01-A07**, award dated April 23, 2008 (“the Agreement”).

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$19,568,569 to Recipient under the Disaster Recovery Initiative Program (“DRI”) as set forth in the Agreement;

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

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

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

Reinstate Agreement

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

Extend Agreement

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of September 1, 2015.

Revise Activity Work Plan

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

Revise Program Budget and Scope of Work

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

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DEO/DCA Contract Number: 08DB-D3-10-60-01-A07

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Change in Participating Parties

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

Inclusion of an Unmet Need as Addressed in the Original Application

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

Change in Number of Accomplishments and/or Beneficiaries

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

Reflect Change in Agency from DCA to DEO

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

Other: Additional Contract Requirements

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10. Section (5), RECORD KEEPING, is hereby deleted and the following language added:

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, *Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (53 Federal Register 8034) or 2 CFR 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, and either 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*, 2 CFR 220, *Cost Principles for Educational Institutions*, or 2 CFR 230, *Cost Principles for Non-Profit Organizations*.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all contractors and consultants paid from funds under this Agreement, for a period of six years from the date this Agreement is final closed. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by the Department. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

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3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all contractors and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the **Program Budget - Attachment A** - and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all contractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) To the extent that it does not conflict with federal regulations, the Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved contracts and assignments.

11. Section (6), AUDIT REQUIREMENTS, is hereby deleted and the following language is added:

(a) Review the Audit Requirements listed in Attachment ^L~~M~~ of this contract. For local government fiscal years beginning after December 26, 2014, a recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, unless it expends \$750,000 or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment ^L~~M~~, Part II: State Funded, are not applicable to this subgrant agreement which is a Federal pass-through award.

(c) Within sixty (60) days of the close of the fiscal year, on an annual basis, the recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment ^{DOB}~~L~~) to audit@deo.myflorida.com. Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement

Modification Number: 19**DEO/DCA Contract Number:** 08DB-D3-10-60-01-A07**Recipient:** Palm Beach County**Page 5**

within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the audit certification memo that must be sent to the Department if an audit is not required because the local government spent less than \$500,000 (\$750,000 for fiscal years starting after December 26, 2014) in Federal funds during a fiscal year.

(d) In addition to the submission requirements listed above, each recipient should send an electronic copy of its audit report or certification memo (available on the CDBG website) by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager.

12. Section (16)(c), ATTACHMENTS, is hereby modified to add the following:

Attachment ~~M~~^L - Audit Requirements
Attachment ~~N~~^M - Audit Compliance Certification

13. Section (18), REPAYMENTS, is hereby modified to add the following:

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 CRF 570.489(b), reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's *Application for Funding*.

(b) In accordance with Section 215.971, FS, the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its contractors are entitled under the terms and conditions of this Agreement.

14. The following provision is added as Section (24), CONTRACTS:

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to the Department to be reviewed to confirm the following: (i) that the contractor is bound by the terms of this Agreement, (ii) that the contractor is bound by all applicable state and federal laws and regulations, (iii) that the contractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and (iv) provisions addressing bid, payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this

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Agreement.

For each contract, the Recipient shall report to the Department as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, FS.

15. The following provision is added as Section (25), PUBLIC RECORDS RESPONSIBILITIES:

In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of public records requests received by the Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

(b) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

16. The following is added as Section (26), EMPLOYMENT ELIGIBILITY VERIFICATION:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the Agreement term; and,
 - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractors during the term of the subcontract.

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2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal Recipients, however, may vary, as stated in Article II.D.1.c. Of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:
3. If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

17. The following provision is added as Section (27), DISCRIMINATORY VENDOR:

Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Fla. Stat., and that at no time has Recipient been placed on the Discriminatory Vendor List. Recipient further agrees that it shall not violate such law during the term of this Agreement.

18. The following provision is added as Section (28), FINANCIAL CONSEQUENCES:

If the Recipient provides services to any client more than 180 days after receipt of the client application, without recertification of the client's income eligibility, the Recipient shall be assessed a financial consequence in the amount of one percent (1%) of the total amount of weatherization services provided to the ineligible client's dwelling unit

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DEO/DCA Contract Number: 08DB-D3-10-60-01-A07

Recipient: PALM BEACH COUNTY

CDBG
2015 MAY -4 AM 11:34

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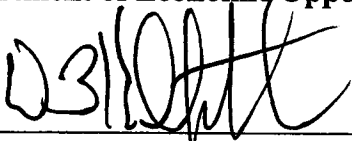
All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

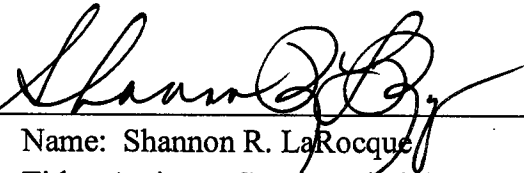
All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

Department of Economic Opportunity

Recipient: Palm Beach County

By: 
Name: William B. Killingsworth
Title: Director, Division of Community Development

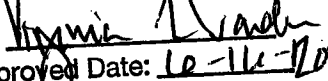
By: 
Name: Shannon R. LaRocque
Title: Assistant County Administrator

Date: 6/17/15


Date: April 30, 2015

Approved as to form and legal sufficiency, subject only to full and proper execution by the parties

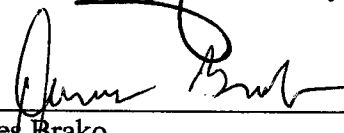
Office of the General Counsel
Department of Economic Opportunity

By: 
Approved Date: 6-11-15

**Approved as to Terms and Conditions
Dept. of Economic Sustainability**

By: 
Name: Edward W. Lowery, J.D.
Title: Director, DES

Approved as to Form and Legal Sufficiency

By: 
Name: James Brako
Title: Assistant County Attorney

Attachment L

Audit Requirements

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.

5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

Part II: State Funded

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.;

applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myflorida.com/fsaa/statutes.html>.

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

<http://harvester.census.gov/fac/collect/ddeindex.html>

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Attachment M

Audit Compliance Certification

Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Recipient:

FEIN:

Recipient's Fiscal Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Recipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB Circular A-133, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

**DEPARTMENT OF ECONOMIC OPPORTUNITY CDBG DISASTER RECOVERY PROGRAM
ATTACHMENT 3 - ACTIVITY WORK PLAN (Revised) *MB***

**RECIPIENT
CONTRACT NO.**

**Palm Beach County
08DB-D3-10-60-01-A07**

**DATE PREPARED
ACTIVITY BUDGET \$**

**April 9, 2015
638,000**

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
Activity #33: PBC Water Utilities Department- City of Belle Glade Sanitary Sewer Rehabilitation-- 1 Unit					
February 2015		<u>Status: Construction Contract Awarded</u>			
February 2015	March 2015	Contract Award to Board of County Commissioners; NTP to be issued to contractor			
March 2015	April 2015	Construction commences : inspections perform progress inspections, Davis Bacon compliance, site visits, employee interviews and payroll reviews Draw Request- Construction continues		\$150,000	
April 2015	May 2015	Construction continues : inspections perform progress inspections, Davis Bacon compliance, site visits, employee interviews and payroll reviews Draw Request		\$150,000	
May 2015	June 2015	Construction continues : inspections perform progress inspections, Davis Bacon compliance, site visits, employee interviews and payroll reviews Draw Request		\$125,000	
June 2015	July 2015	Final inspections, Punch list completed		\$125,000	
July 2015	August 2015	Engineers Certificate of Completion of Construction. Close out project release retainage Additional Draws to be deducted from DRI5		\$88,000	
August 2015	September 1	Project Close Out			

Note: More than one activity may be included per form.

(Rev. Aug 2004)

ATTACHMENT A – Project Description and Budget Summary (Revised) AB

CATEGORY	ACTIVITY		NATIONAL OBJECTIVE	ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION		UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
Public Facilities & Improvements (community center)	03	Activity #3b, #11b	LMI area benefit	Unit	2	15,294		24,553	\$1,302,772.23		
Flood & drainage, Storm Drains	03I	Activity #4a, #13, #15a, #15b	LMI area benefit	Unit LF	2 10,299	6,536		9,354	\$3,319,739.77	\$2,025,000	(#13) Greenacres (#15) FEMA, Lake Worth Lagoon, PBC, Westgate CRA
Pump/lift stations, Improvement of Water & Sewer Lines	03J	Activity #11a, #15b, #32, #33	LMI area benefit	Unit LF	2 8,770	6,095 1,172**		8,634 2,023**	\$1,951,194		
Street improvements, flood & drainage	03K	Activity #4a, #12b, #30	LMI persons	LF SF	5,197** 11,600	1,786** 213		2,039** 213	\$900,294		
Temporary Relocation	08	Activity - #9b	LMI persons	HU	*0	*0		*0	\$0		
Replacement Housing	12	Activity #8, #28	LMI housing	HU	23	23		23	\$3,487,762.90	\$12,358,860	1 st Mortgage, Land Value
Rehab, single unit residential	14A	Activity #10, #23	LMI housing	HU	165	165		165	\$1,747,134.87	\$0	
Rehab, single unit residential	14A	Activity #1, #5, #12a, #19, #20, #24, #25, #26, #27	LMI housing	HU	918**	918**		918**	\$919,335.93	N/A	N/A
Rehab, multi-unit residential	14B	Activity #1, #5, #12a, #19, #20, #21, #22, #24, #25, #26, #27, #31	LMI housing	HU	950	1,019		1,019	\$5,342,712.30	\$789,792	U.S. HUD, WPBHA PHA
Administration, planning and management	21A	Activity #16, #18	Additional criteria	N/A	N/A	N/A		N/A	\$597,623	N/A	N/A
Engineering	21B	Activity		N/A	N/A	N/A		N/A	\$0	\$0	
GRAND TOTAL (Unduplicated)					1,138 HU 19,069 LF 11,600 SF 6 Units	29,345		43,961	\$19,568,569	\$15,173,652	
TOTAL UNDUPLICATED BENEFICIARIES (FROM ALL SERVICE AREAS)			43,961								
TOTAL LMI BENEFICIARIES (FROM ALL SERVICE AREAS)			29,345								

ATTACHMENT A – Project Description and Budget by Service Area *(Revised) AB*

Activity Description for Service Area: #33 –PBC Water Utilities Department/City of Belle Glade Sanitary Sewer Rehabilitation											
CATEGORY	ACTIVITY		National Objective	ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION		UNIT	NUMBER	LMI	V LI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
		ADMINISTRATION									
		ENGINEERING (if applicable)									
SUBTOTAL											
INFRASTRUCTURE											
Public Facilities & Improvement, Other	03J	Rehabilitation of manholes and service laterals installed to reduce major inflow and infiltration.	24 CFR 570.208(a)(1)(1) – Area benefit activities to serve LMI persons	Unit	1	2,459		3,776	\$638,000	\$170,006.60	Z GRANT (DRI2)
										\$535,346.29	KA GRANT (DRI5)
SUBTOTAL				Unit	1	2,459		3,776	\$638,000	\$705,352.89	
TOTALS				Unit	1	2,459		3,776	\$638,000	\$705,352.89	
TOTAL UNDUPLICATED BENEFICIARIES (FROM ALL SERVICE AREAS)					43,961						
TOTAL LMI BENEFICIARIES (FROM ALL SERVICE AREAS)					29,345						

**MODIFICATION NUMBER 5 TO SUBGRANT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND
PALM BEACH COUNTY**

2015 MAY 4 AM 11:36
CDBG

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, (“the Department” or “DEO”), and Palm Beach County, (“the Recipient”), to modify **DEO/DCA Contract Number 12DB-P5-10-60-01-K43**, award dated April 5, 2012 (“the Agreement”).

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$2,197,062.77 to Recipient under the Disaster Recovery Initiative Program (“DRI”) as set forth in the Agreement;

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

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

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

Reinstate Agreement

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

Extend Agreement

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of September 1, 2015.

Revise Activity Work Plan

3. The Attachment ~~2~~³, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment 3, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

Revise Program Budget and Scope of Work

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

Modification to Subgrant Agreement**Modification Number: 5****DEO/DCA Contract Number: 12DB-P5-10-60-01-K43****Recipient: PALM BEACH COUNTY****Page 2** **Change in Participating Parties**

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

 Inclusion of an Unmet Need as Addressed in the Original Application

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

 ^{aa} **Change in Number of Accomplishments and/or Beneficiaries**

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

 Reflect Change in Agency from DCA to DEO

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

 Other: Additional Contract Requirements

Modification Number: 5

DEO/DCA Contract Number: 12DB-P5-10-60-01-K43

Recipient: PALM BEACH COUNTY

Page 3

10. Section (5), RECORD KEEPING, is hereby deleted and the following language added:

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, *Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (53 Federal Register 8034) or 2 CFR 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, and either 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*, 2 CFR 220, *Cost Principles for Educational Institutions*, or 2 CFR 230, *Cost Principles for Non-Profit Organizations*.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all contractors and consultants paid from funds under this Agreement, for a period of six years from the date this Agreement is final closed. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by the Department. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

Modification Number: 5

DEO/DCA Contract Number: 12DB-P5-10-60-01-K43

Recipient: PALM BEACH COUNTY

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3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all contractors and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the **Program Budget - Attachment A** - and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all contractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) To the extent that it does not conflict with federal regulations, the Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved contracts and assignments.

11. Section (6), AUDIT REQUIREMENTS, is hereby deleted and the following language is added:

(a) Review the Audit Requirements listed in Attachment M of this contract. For local government fiscal years beginning after December 26, 2014, a recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, unless it expends \$750,000 or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment M, Part II: State Funded, are not applicable to this subgrant agreement which is a Federal pass-through award.

(c) Within sixty (60) days of the close of the fiscal year, on an annual basis, the recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment ^{N/A} ~~B~~) to audit@deo.myflorida.com. Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement

Modification Number: 5

DEO/DCA Contract Number: 12DB-P5-10-60-01-K43

Recipient: Palm Beach County

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within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the audit certification memo that must be sent to the Department if an audit is not required because the local government spent less than \$500,000 (\$750,000 for fiscal years starting after December 26, 2014) in Federal funds during a fiscal year.

(d) In addition to the submission requirements listed above, each recipient should send an electronic copy of its audit report or certification memo (available on the CDBG website) by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager.

12. Section (16)(c), ATTACHMENTS, is hereby modified to add the following:

Attachment M – Audit Requirements

Attachment N – Audit Compliance Certification

13. Section (18), REPAYMENTS, is hereby modified to add the following:

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 CRF 570.489(b), reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's *Application for Funding*.

(b) In accordance with Section 215.971, FS, the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its contractors are entitled under the terms and conditions of this Agreement.

14. The following provision is added as Section (24), CONTRACTS:

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to the Department to be reviewed to confirm the following: (i) that the contractor is bound by the terms of this Agreement, (ii) that the contractor is bound by all applicable state and federal laws and regulations, (iii) that the contractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and (iv) provisions addressing bid,

Modification to Subgrant Agreement**Modification Number: 5****DEO/DCA Contract Number: 12DB-P5-10-60-01-K43****Recipient: PALM BEACH COUNTY****Page 6**

payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement.

For each contract, the Recipient shall report to the Department as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, FS.

15. The following provision is added as Section (25), PUBLIC RECORDS RESPONSIBILITIES:

In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of public records requests received by the Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

(b) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

16. The following is added as Section (26), EMPLOYMENT ELIGIBILITY VERIFICATION:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the Agreement term; and,
 - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the

Modification Number: 5

DEO/DCA Contract Number: 12DB-P5-10-60-01-K43

Recipient: PALM BEACH COUNTY

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sub-contractors during the term of the subcontract.

2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal Recipients, however, may vary, as stated in Article II.D.1.c. Of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:
3. If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

17. The following provision is added as Section (27), DISCRIMINATORY VENDOR:

Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Fla. Stat., and that at no time has Recipient been placed on the Discriminatory Vendor List. Recipient further agrees that it shall not violate such law during the term of this Agreement.

18. The following provision is added as Section (28), FINANCIAL CONSEQUENCES:

If the Recipient provides services to any client more than 180 days after receipt of the client application, without recertification of the client's income eligibility, the Recipient shall be assessed a financial consequence in the amount of one percent (1%) of the total amount of weatherization services provided to the ineligible client's dwelling unit

CDBG
2015 MAY -4 AM 11:36

Modification Number: 5

DEO/DCA Contract Number: 12DB-P5-10-60-01-K43

Recipient: PALM BEACH COUNTY

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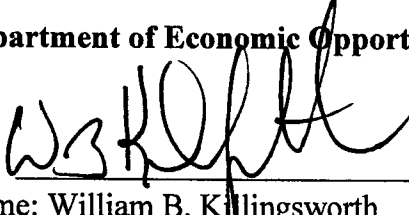
All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

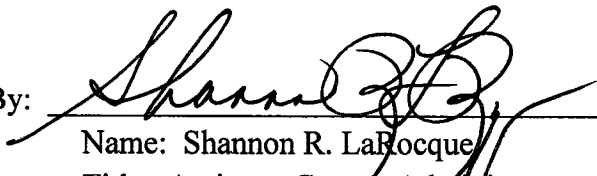
All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

Department of Economic Opportunity

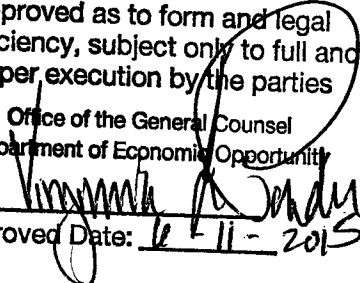
Recipient: Palm Beach County

By: 
Name: William B. Killingsworth
Title: Director, Division of Community Development

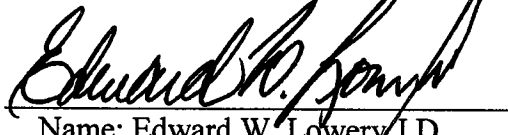
By: 
Name: Shannon R. LaRocque
Title: Assistant County Administrator

Date: 6/16/15

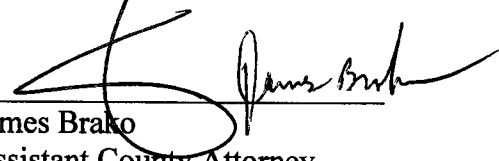
Date: April 30, 2015

Approved as to form and legal sufficiency, subject only to full and proper execution by the parties
Office of the General Counsel
Department of Economic Opportunity
By: 
Approved Date: 6-11-2015

**Approved as to Terms and Conditions
Dept. of Economic Sustainability**

By: 
Name: Edward W. Lowery J.D.
Title: Director, DES

Approved as to Form and Legal Sufficiency

By: 
Name: James Brako
Title: Assistant County Attorney

Attachment M

Audit Requirements

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.
5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

Part II: State Funded

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.;

applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myflorida.com/fsaa/statutes.html>.

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

<http://harvester.census.gov/fac/collect/ddeindex.html>

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Attachment N

Audit Compliance Certification

Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Recipient:

FEIN:

Recipient's Fiscal Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Recipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB Circular A-133, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

**DEPARTMENT OF ECONOMIC OPPORTUNITY
DISASTER RECOVERY INITIATIVE PROGRAM**

Attachment I - ACTIVITY WORK PLAN (Revised) aa

RECIPIENT: PALM BEACH COUNTY

DATE PREPARED April 9, 2015

CONTRACT NO. 12DB-P5-10-60-01-K43

PROJECT BUDGET \$535,346.29

SERVICE AREA Belle Glade Service Area (Activity #2B)

SUBRECIPIENT PBC Water Utilities Department

Date Start (month/year)	Date End (month/year)	Describe Proposed Action to be completed by the "Date End."	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
Activity #2B: PBC Water Utilities Department/City of Belle Glade- Sanitary Sewer Rehabilitation					
October 2014		<u>Status: Contract Awarded Pending Notice to Proceed</u>			
February 2015	March 2015	Contract Award to Board of County Commissioners; NTP to be issued to contractor			
March 2015	April 2015	Construction commences : inspections perform progress inspections, Davis Bacon compliance, site visits, employee interviews and payroll reviews Draw Request- Construction continues		\$100,000	
April 2015	May 2015 June 2015	Construction continues : inspections perform progress inspections, Davis Bacon compliance, site visits, employee interviews and payroll reviews Draw Request		\$125,000	
May 2015	June 2015	Construction continues : inspections perform progress inspections, Davis Bacon compliance, site visits, employee interviews and payroll reviews Draw Request		\$125,000	
June 2015	July 2015	Final inspections, Punch list completed		\$125,000	
July 2015	August 2015	Engineers Certificate of Completion of Construction. Close out project release retainage Additional Draws to be deducted from DRI3		\$60,346.29	
August 2015	September 1	Close out Project			

Note: More than one activity may be included per form.

Updated: ~~1-23-2014~~

4-9-2015 aa

**DEPARTMENT OF ECONOMIC OPPORTUNITY
DISASTER RECOVERY INITIATIVE PROGRAM**
Attachment I - ACTIVITY WORK PLAN (Revised) ^{AK}

RECIPIENT: PALM BEACH COUNTY

DATE PREPARED July 30, 2014

CONTRACT NO. 12DB-P5-10-60-01-K43

PROJECT BUDGET \$54,926.57

SERVICE AREA Administration Cost (Activity #4)

SUBRECIPIENT Palm Beach County – Department of Economic Sustainability

Date Start (month/year)	Date End (month/year)	Describe Proposed Action to be completed by the "Date End."	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
Activity #4 - Palm Beach County –Office of Economic Sustainability Administration Cost					
December		Status: DRI Staff continually conducts Site Visits / Construction Monitoring / Davis Bacon Compliance Interviews/ Weekly Payroll Reviews – Ongoing Tasks.			
February 2012	March 2012	Begin Contract Period			
March 2012	May 2012	Complete Environmental Review and Obtain Release of Funds for all projects	N/A	N/A	\$5,000.00
June 2012	May 2013	Prepare Monthly Reports, MBEs, Amendments (as needed), Timesheets, and Monitoring Report.	N/A	N/A	\$44,926.57
April 2013	September 2015	Projects Completion; Submit Final Invoice; Project Close-Out	N/A	N/A	\$5,000.00

Note: More than one activity may be included per form.

Updated: ~~1-23-2014~~
4-9-2015 *AK*

ATTACHMENT A - PROGRAM BUDGET AND SCOPE OF WORK SUMMARY (Revised) *CRB*

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBE	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	Activity #4: ADMINISTRATION	N/A	N/A	N/A	N/A	N/A	\$54,926.57		
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL			N/A	N/A	N/A	N/A	N/A	\$54,926.57		
ALL OTHER RECOVERY ACTIVITIES										
Infrastructure, Sewer	03J	Activity #1: Glades Utility Authority Wastewater Lift Stations Project - Rehabilitation of 4 pump stations; Activity #2: City of Belle Glade Sewer Inflow and Infiltration Project; Activity #2b: PBC Water Utilities Department/City of Belle Glade Inflow and Infiltration Rehabilitation Phase 2 Activity #3: City of Pahokee Inflow and Infiltration/ Manhole Rehabilitation Project Activity #5b: Belvedere Homes Phase 2 sewer	Unit	5	10,250	N/A	15,207	\$2,135,990.20		
Infrastructure, Drainage	03I	Activity #5a: PBC WUD Belvedere Homes Phase 2 drainage	Unit	1	1,172*	N/A	2,023*	\$6,146.00		
SUBTOTAL			Units	6 Units	10,250	N/A	15,207	\$2,142,136.20		
TOTALS			Units/HU	6 Units	10,250	N/A	15,207	\$2,197,062.77		
TOTAL UNDUPLICATED BENEFICIARIES (FROM ALL SERVICE AREAS)			15,207		TOTAL LMI BENEFICIARIES (FROM ALL SERVICE AREAS) 10,250					

ATTACHMENT A.1 - PROGRAM BUDGET AND SCOPE OF WORK BY SERVICE AREA *(Revised) AB*

SERVICE AREA: Activity #2b: City of Belle Glade Sewer Inflow and Infiltration/ Manhole Rehabilitation Project Phase 2

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION	N/A	N/A	N/A	N/A	N/A	N/A		
ENGINEERING	21B	ENGINEERING	Unit	1*	2459*	N/A	3776*	\$66,876.00		
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING			N/A	N/A	N/A	N/A	N/A	N/A		
SUBTOTAL			N/A	N/A	N/A	N/A	N/A	\$66,876.00		
ALL OTHER RECOVERY ACTIVITIES										
Infrastructure, Sewer	03J	Activity #2b: City of Belle Glade Sewer Inflow and Infiltration Project Phase 2 - Rehabilitation of manholes and sewer laterals to reduce major inflow and infiltration.	Unit	1	2459	N/A	3776	\$535,346.29		
SUBTOTAL				1	2459	N/A	3776	\$535,346.29		
TOTALS				1	2459	N/A	3776	\$602,222.29		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA)				15,207	TOTAL LMI BENEFICIARIES (THIS SERVICE AREA)			10,250		