

REVISED

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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<b>Meeting Date:</b>	<b>November 3, 2015</b>	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
<b>Department:</b>	<b>Department of Economic Sustainability</b>		

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 001 to an Agreement (R2014-0820) with the City of Belle Glade to provide additional funding in the amount of \$9,315.49.

**Summary:** On June 3, 2014, the County entered into an Agreement (R2014-0820) with the City of Belle Glade to provide \$33,171 in Community Development Block Grant (CDBG) funding for the lease of three (3) vehicles to be used for code enforcement activities. The City has requested the use of \$9,315.49 in CDBG funds remaining available after the completion of another CDBG funded project in the City. In order to further enhance the City’s code enforcement efforts, this Amendment provides funding for the purchase of four (4) iPads and their accessories and covers the cost of internet service until the new expiration of the Agreement on October 31, 2017. These are Federal CDBG funds which require no local match. (DES Contract Development) District 6 (JB)

**Background and Justification:** The City of Belle Glade has an executed Inter-local Agreement with Palm Beach County to participate in the CDBG Program as funded by the United States Department of Housing and Urban Development.

**Attachment(s):**

- 1. Amendment 001 with the City of Belle Glade
- 2. Agreement (R2014-0820) with the City of Belle Glade

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<b>Recommended By:</b>		
	<b>Department Director</b>	<b>Date</b>

<b>Approved By:</b>		
	<b>Assistant County Administrator</b>	<b>Date</b>

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$9,316				
Operating Costs					
External Revenues	(\$9,316)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	* -0-				

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

Fund 1101 Dept 143 Unit 1431 Object 8101 Program Code/Period: BG85CE/6413

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

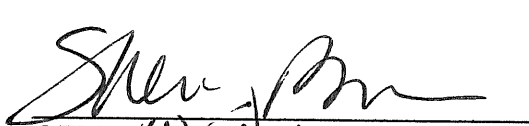
\* Approval of this agenda item will allocate an additional \$9,315.49 in CDBG funds to the City of Belle Glade.

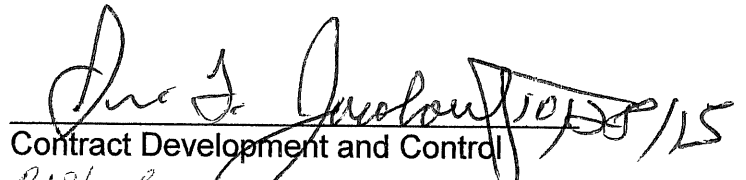
**C. Departmental Fiscal Review:**

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

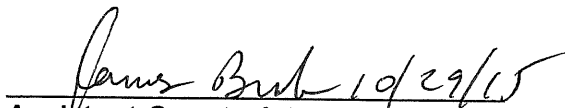
**III. REVIEW COMMENTS**

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

  
 OFMB KN 10/23

  
 Contract Development and Control  
B Wheeler 10-27-15

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

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

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
CITY OF BELLE GLADE**

Amendment 001 entered into on \_\_\_\_\_ by and between Palm Beach County and the City of Belle Glade.

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2014-0820) with the City of Belle Glade on June 3, 2014, to provide \$33,171 of Community Development Block Grant (CDBG) funds to pay for the leases of up to three vehicles to carry out code enforcement activities; and

**WHEREAS**, the City has requested to utilize surplus funds from a prior Agreement (R2013-1649) to procure computer equipment to be used in their code enforcement efforts; and

**WHEREAS**, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

**B. PART III – SECTION 1: MAXIMUM COMPENSATION**

Replace "August 30, 2017" with "October 31, 2017".  
Replace "\$33,171" with "\$42,486.49".

**C. PART III – SECTION 2: TIME OF PERFORMANCE**

Replace "August 30, 2017" with "October 31, 2017".

**D. PART IV – SECTION 1 and SECTION 2: OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE AND OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

Delete these two Sections and replace them with following:

**1. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The Municipality acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Municipality has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

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

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

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

**E. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I A. – SCOPE OF WORK**

Add the following language to the end of this Section:

**Computer Equipment**

The Municipality acknowledges that \$9,315.49 has been added to this Agreement solely for the procurement of four (4) I-pads (including accessories and bags) and equipping said I-pads with internet service until the expiration date of this Agreement (October 31, 2017). The use of this equipment is solely for the purpose of enhancing the City's code enforcement efforts.

Funding contained in this Agreement is for two separate code enforcement related activities and cannot be comingled. The maximum available for the vehicle leases remains at \$33,171 and the allocation for the computer equipment is set at \$9,315.49.

**F. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I C. – INVOICE AND SUBMISSION FOR REIMBURSEMENT**

The Municipality shall submit, no later than the 10<sup>th</sup> day of each month, separately numbered invoices for the two activities funded under this Agreement (Vehicle Lease and Computer Equipment). The initial invoice for the computer equipment shall consist of the cost of the equipment and accessories as well as the cost of providing internet service for the first month. Subsequent invoices shall be submitted monthly for the I-pad activity and the vehicle lease activity.

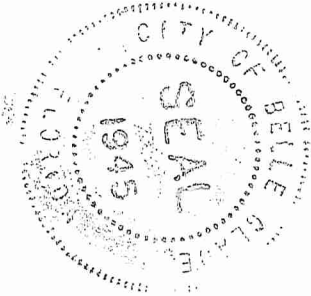
**G. EXHIBIT A: SECTION 2. A: COUNTY OBLIGATIONS**

Replace "\$33,171" with "\$42,486.49".

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)



CITY OF BELLE GLADE

By: [Signature]  
Steve B. Wilson, Mayor

By: [Signature]  
Lomax Harrelle, City Manager

By: [Signature]  
Attorney for Municipality (Optional)

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Shelley Vana, Mayor  
Palm Beach County

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

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

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
James Brako  
Assistant County Attorney

By: [Signature]  
Sherry Howard  
Deputy Director

R20140820

AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE CITY OF BELLE GLADE

THIS AGREEMENT, entered into on JUN 03 2014, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the City of Belle Glade, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 110 Dr. Martin Luther King Jr. Boulevard West, Belle Glade, Florida 33430-3900.

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

WHEREAS, Palm Beach County will make available up to \$33,171 in CDBG funds to the City of Belle Glade to provide services in low and moderate income areas within its Municipal boundaries by funding certain costs associated with leasing vehicles used exclusively by code enforcement personnel to enforce applicable housing and building codes.

WHEREAS, Palm Beach County and the City of Belle Glade desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the City of Belle Glade to implement such undertakings of the CDBG Program.

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

PART I  
DEFINITION AND PURPOSE

1. DEFINITIONS

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

2. **PURPOSE**

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

**PART II**

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

1. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks outlined in Exhibit "A" and submit invoices using the letterhead stationery in Exhibit "B", both of which are attached hereto and incorporated by reference.

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

The Municipality shall provide code enforcement services. These activities are determined to be **Rehabilitation and Preservation Activities – Code Enforcement**, under 24 Code of Federal Regulations (CFR) 570.202(c). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate Income Persons - Area Benefit**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(1)(i).

**PART III**

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

1. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **THIRTY THREE THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS (\$33,171)** for the period of June 3, 2014 to August 30, 2017. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the DES Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Municipality and submitted to the DES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-12-UC-12-0004. The effective date shall be June 3, 2014 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by August 30, 2017.

3. **METHOD OF PAYMENT**

The County agrees to reimburse the Municipality for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Municipality or any subcontractor hereunder. The Municipality shall request reimbursements from the County by submitting to DES

proper documentation. Satisfactory proof of payment by the Municipality shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Municipality must furnish copies, if deemed satisfactory and acceptable by DES.

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

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

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

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

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

(B) **FINANCIAL ACCOUNTABILITY**

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

(C) **SUBCONTRACTS**

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the DES Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) **PURCHASING**

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.



- (E) **REPORTS, AUDITS, AND EVALUATIONS**  
Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.
- (F) **ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS**  
DES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Municipality does not comply with any additional conditions that may be imposed by DES, the County or U.S. HUD at any time.
- (G) **PRIOR WRITTEN APPROVALS - SUMMARY**  
The following, among others, require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:
- (i) All subcontracts and agreements pursuant to this Agreement;
  - (ii) All capital equipment expenditures of \$1,000 or more;
  - (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
  - (iv) All change orders;
  - (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
  - (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.
- (H) **PROGRAM-GENERATED INCOME**  
The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-87 and other applicable regulations incorporated herein by reference. All revenues earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported to DES on a monthly basis. Such revenues in excess of \$25,000 annually are considered program income.

The Municipality may retain program income to fund other eligible activities as defined by CDBG regulations at 24 CFR Part 570, subject to written approval of DES, and provided that the Municipality is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits). Furthermore, the Municipality agrees that the provisions of this Agreement shall apply to any activities funded with the Municipality's program income. Such program income shall only be used to undertake the activities authorized by a written agreement. The Municipality shall return to the County all program income not utilized for such authorized activities.

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

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

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

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

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

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

3. **PROJECT BENEFICIARIES**

At least fifty one percent (51%) of the beneficiaries of a project funded through this Agreement must be low and moderate income persons or persons presumed to be low/moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than fifty one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The Municipality shall provide written verification of compliance to DES upon DES's request.

4. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

5. **EVALUATION AND MONITORING**

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

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

6. **AUDITS AND INSPECTIONS**

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

If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the Provision of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made

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

7. **REVERSION OF ASSETS**

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. **DATA BECOMES COUNTY PROPERTY**

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

9. **INDEMNIFICATION**

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

10. **INSURANCE**

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

11. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. **CONFLICT OF INTEREST**

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

13. **CITIZEN PARTICIPATION**

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

14. **RECOGNITION**

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

15. **AGREEMENT DOCUMENTS**

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

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133;
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990;

- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Municipality's Personnel Policies and Job Descriptions;
- (K) The Municipality's Articles of Incorporation and Bylaws;
- (L) The Municipality's Certificate of Insurance.

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

16. **REDUCTION IN FUNDING**

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

17. **TERMINATION AND SUSPENSION**

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

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

(C) **TERMINATION DUE TO CESSATION**

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

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest

agrees to be bound by the County's determination. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

18. **SEVERABILITY OF PROVISIONS**

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

19. **AMENDMENTS**

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

20. **PROJECT REPRESENTATIVE**

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

21. **INDEPENDENT AGENT AND EMPLOYEES**

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

22. **NO FORFEITURE**

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

23. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

24. **DRUG - FREE WORKPLACE**

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

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

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or

impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

26. **COUNTERPARTS OF THIS AGREEMENT**

This Agreement, consisting of fourteen (14) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

27. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

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

28. **ENTIRE UNDERSTANDING**

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

WITNESS our Hands and Seals on the \_\_\_\_\_ day of JUN 03 2014, 20\_\_.

(MUNICIPAL SEAL)



THE CITY OF BELLE GLADE

By: Steve B. Wilson  
Steve B. Wilson, Mayor

By: Lomax Harrelle  
Lomax Harrelle, City Manager

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,  
Clerk & Comptroller

By: Priscilla A. Taylor  
Priscilla A. Taylor, Mayor  
Palm Beach County

By: Sharon R. Bock  
Deputy Clerk  
Palm Beach County, Florida

Document No.: R2014-0820  
JUN 03 2014

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

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

By: Sherry Howard  
Sherry Howard  
Deputy Director

**EXHIBIT "A"**

**WORK PROGRAM NARRATIVE**

1. THE MUNICIPALITY AGREES TO:

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to fund costs associated with the lease of vehicles for carrying out code enforcement activities within the Municipality. Leased vehicles may be used only for code enforcement activities and not for any other municipal business or for personal business. Use of leased vehicles outside of Belle Glade municipal limits is not allowed unless approved, in writing and in advance, by the Director of DES. Specifically, CDBG funds will be used to reimburse the Municipality a total amount not to exceed \$33,171 for the lease of up to three (3) vehicles for a period of up to three (3) years.

**Lease Procurement, Vehicle Maintenance and Insurance:**

- Municipality shall develop specifications for automobile dealers' review. Specifications shall contain, at a minimum, the following:
  - Make and model
  - Municipality's mileage requirement
  - Vehicle equipment requirements, if necessary
  - Down payment requirement, if any
  - Monthly payment per vehicle

NOTE: Leases shall contain adequate mileage allowance therein to cover mileage used during the lease period. The Municipality is responsible for all mileage fees in excess of the lease terms and all costs associated with lease termination.

- Municipality's specifications shall be reviewed and approved by DES prior to presentation to the automobile dealers for price quotes.
  - Municipality shall obtain three quotes for the vehicles.
  - Municipality shall compute the total lease cost for each vehicle based on the sum of the down payment required at lease inception and the maximum of thirty-six (36) monthly payments.
  - Municipality shall send lease award recommendation(s) to DES for review and approval *prior* to executing lease agreements. The lease award request shall include a copy of the specifications sent to the dealers, a summary of the responses received and the Municipality's recommendation of the dealer(s) to be used.
  - Municipality shall be responsible for all costs associated with the operation and maintenance of the vehicles during the term of the lease.
  - Municipality, as part of its Auto Liability policy, shall maintain Auto Physical Damage coverage for the duration of all leases contained herein.
- B. **MONTHLY REPORTS:** The Municipality, as a condition of reimbursement, shall submit the Monthly Mileage Report (Exhibit "C") accompanied by the Detailed Monthly Narrative Report (Exhibit "D").



**Monthly Mileage Report:** (attached as Exhibit "C" and incorporated by reference) shall be submitted to DES by the 10<sup>th</sup> day of each month, and shall document the mileage accumulated by each vehicle for the code enforcement activities performed. The Municipality certifies that the code enforcement activities are conducted within the City of Belle Glade CDBG Target Area, defined as the area contained within the following boundaries:

East: East Canal Street South  
West: Southwest 12<sup>th</sup> Avenue and Northwest 10<sup>th</sup> Avenue  
North: Northwest Avenue D  
South: Martin Luther King, Jr. Boulevard

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

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

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

- C. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 10<sup>th</sup> day of each month, consecutively numbered invoices to DES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice cover sheet (Exhibit "B") which shall be signed by a person authorized by the Municipality to submit invoices. Additionally, a copy of the lease invoice and a Monthly Mileage Report (Exhibit "C") for each vehicle shall be submitted with each request for reimbursement.
- D. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County. Municipality shall also pay to the County the amount of \$.50 per mile for all mileage incurred on a vehicle for non-code enforcement uses.

## 2. THE COUNTY AGREES TO:

- A. Reimburse the Municipality an amount not to exceed **\$33,171** for the cost of the approved lease agreement payments for up to three (3) vehicles for a maximum of up to three (3) years. Use of any of the vehicles for non-code enforcement activities may result in immediate termination of this Agreement.
- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DES, may be conducted by DES staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to DES on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

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

FROM: City of Belle Glade

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

SUBJECT: INVOICE REIMBURSEMENT – R-2014-\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**EXHIBIT "C"**

**PALM BEACH COUNTY MONTHLY MILEAGE REPORT**

**City of Belle Glade: Code Enforcement Division**

Vehicle License Number: \_\_\_\_\_

Report for the Month/Year: \_\_\_\_\_

Day of Month	Start Mileage		End Mileage		DRIVER
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					

<b>TOTAL MILES THIS MONTH</b>	
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Signature of Supervisor \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT "D"**

**DETAILED MONTHLY NARRATIVE REPORT**

**A. AGREEMENT INFORMATION**

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

Municipality: City of Belle Glade

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

**B.1. CONTRACT FUNDING**

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

Detailed expenditures for the period:

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

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

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

Source of Program Income:

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

**A. HIGHLIGHTS OF THE PERIOD:**

B.            ACTIVITIES   #BENEFICIARIES   BENEFICIARIES   CONTRACT GOAL  
                                 THIS PERIOD                                   YTD

C.            NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D.            PROBLEMS/CONSTRAINTS:

E.            TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED: