

3A-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

REVISED

MEETING DATE: February 9, 2016 Consent Regular
 Workshop Public Hearing

Department: Office of Equal Opportunity

Submitted By: Office of Equal Opportunity

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **Ratify** the Mayor's signature on Cooperative Agreement No. FF204K154023 Amendment No. 1 with the U.S. Department of Housing and Urban Development (HUD), allowing the Office of Equal Opportunity (OEO) to receive revenue for negotiating hotel contracts and speaker costs for a fair housing training in Palm Beach County.

B) **Approve** a Budget Amendment in the HUD – Fair Housing Fund (Fund 1252) in the amount of \$30,000.00 to recognize the increased grant revenue.

C) **Ratify** the Director, Office of Equal Opportunity (OEO)'s signature on the Group Sales Event Agreement with Related Companies Inc. d/b/a Hilton West Palm Beach retroactive to February 1, 2016 which addresses the room block reservation agreement for attendees of the fair housing training in Palm Beach County scheduled for March 15 – 17, 2016.

D) **Delegate** authority to the County Administrator or her designee, OEO Director, to sign venue and speaker contracts for the fair housing training in Palm Beach County scheduled for March 15 – 17, 2016 documents related to Cooperative Agreement with the U.S. Department of Housing and Urban Development related to fair housing activities.

Summary: OEO has an Addendum to the Memorandum of Understanding with HUD through 2020. The original cooperative agreement was presented to the Board on November 17, 2015 (R-2015-1594). HUD has awarded the Office of Equal Opportunity \$30,000.00 for acting as the host agency for the Region IV FHAP/FHIP Partnership Conference, for a new total of \$290,825.00. The conference will take place in Palm Beach County March 15 – 17, 2016. This training will bring together government and private fair housing enforcement agency staff from eight (8) states and HUD. In order for OEO to receive the revenue from HUD in a timely fashion to negotiate contracts with vendors, execution of this contract was required prior to February 2016. This agenda item deals with the ability for OEO to receive the revenue under the agreement with HUD. OEO cannot receive the revenue without the Board's approval. The agreement to receive the revenue needed to be signed by the Mayor. The Mayor signed the agreement on February 8, 2016 for OEO to receive the revenue, but the full Board needs to ratify the Mayor's signature. Countywide (DRO)

Background and Policy Issues: On February 4, 1997, the BCC approved an Agreement between OEO and HUD which provided for the processing and referral of housing discrimination complaints between the respective agencies. In each year since 1997, HUD has provided revenue to OEO for the processing of dual-filed complaints of housing discrimination. HUD will provide additional funds to OEO in the amount of \$30,000.00 to act as the host agency for a fair housing conference scheduled for March 15 – 17, 2016 in Palm Beach County.

Attachments:

1. Cooperative Agreement (HUD Form 1044).
2. Memorandum from Director, OEO to Mayor, BCC
3. 2015 Addendum to the Memorandum of Understanding (MOU)
4. Budget Amendment
5. Group Sales Event Agreement (Related Companies Inc. d/b/a Hilton West Palm Beach)

Recommended by: *Pamela J.* 4 February 2016.
Department Director Date

Approved by: *W. Baker* 2/8/16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$30,000				
External Revenues	(\$30,000)				
Program Income (County)	_____	_____	_____	_____	
<i>In-Kind Match (County)</i>	_____	_____	_____	_____	
 NET FISCAL IMPACT	 -0-	 -0-	 -0-	 -0-	 -0-
 # ADDITIONAL FTE POSITIONS (Cumulative)	 <u> 0 </u>	 <u> 0 </u>	 <u> 0 </u>	 <u> 0 </u>	 <u> 0 </u>

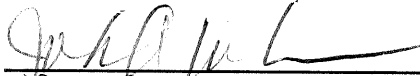
Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Reporting Category _____

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

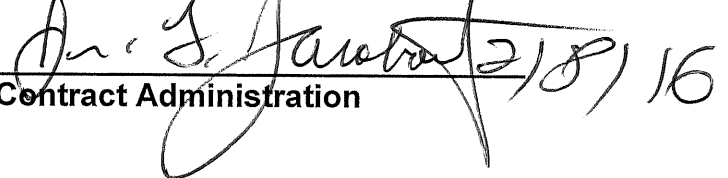
C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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




 JB
 2/8
 OFMB



 Contract Administration

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Assistance Award/Amendment

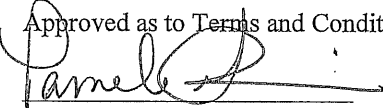
**U.S. Department of Housing and
Urban Development
Office of Administration**

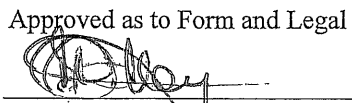
1. Assistance Instrument <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		2. Type of Action <input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment	
3. Instrument Number FF204K154023	4. Amendment Number 1	6. Control Number	
7. Name and Address of Recipient Palm Beach County Office of Equal Opportunity 301 N. Olive Avenue, 10 th Floor West Palm Beach, Florida 33401 TAX ID# 59-6000785 DUNS# 078470481		8. HUD Administering Office U.S. Department of HUD/FHEO Five Points Plaza, 40 Marietta Street., NW Atlanta, GA 30303	
10. Recipient Project Manager Pamela Guerrier, Executive Director		8a. Name of Administrator Carlos Osegueda	8b. Telephone Number 678-732-2905
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price		9. HUD Government Technical Representative Vicki Ray	
12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input type="checkbox"/> Automated Clearinghouse		13. HUD Payment Office HUD CFO Accounting Center P.O. Box 901013 Fort Worth, TX 76101	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$260,825.00	15a. Appropriation Number 8615/160144(TIN) (F, 15)	15b. Reservation number FHEO-04-16-01
HUD Amount this action	\$30,000.00	Amount Previously Obligated	\$260,825.00
Total HUD Amount	\$290,825.00	Obligation by this action	\$30,000.00
Recipient Amount	\$0.00	Total Obligation	\$290,825.00
Total Instrument Amount	\$290,825.00		

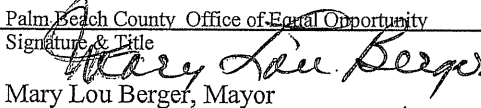
16. Description
THE COOPERATIVE AGREEMENT FOR FAIR HOUSING ASSISTANCE PROGRAM (FHAP) THIS AGREEMENT INCORPORATES ALL PREVIOUSLY ISSUED SUBPARTS. FUNDS ARE DESIGNATED AS FOLLOWS:
Previous Contract Amount \$260,825.00
Contract Amount \$ 30,000.00
Total Contract Amount \$ 290,825.00

Funds granted by HUD for Palm Beach County Office of Equal Opportunity to produce a FHAP peer event.

Expiration Date: 9/30/2016

Approved as to Terms and Conditions

Pamela Guerrier, Director / OEO

Approved as to Form and Legal Sufficiency

County Attorney Office

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Pamela Guerrier, Executive Director Palm Beach County Office of Equal Opportunity		20. HUD (By Name) Office of Fair Housing and Equal Opportunity	
Signature & Title  Mary Lou Berger, Mayor Palm Beach County Board of County Commissioners	Date (mm/dd/yyyy) 2/8/16	Signature & Title Carlos Osegueda, CAO	Date (mm/dd/yyyy)



INTEROFFICE MEMORANDUM

DATE: February 4, 2016

TO: Mary Lou Berger, Mayor
Board of County Commissioners

THRU: Verdenia C. Baker, County Administrator

FROM: Pamela Guerrier, Director
Office of Equal Opportunity

RE: HUD FY 2015 Complaint Resolution Contract

Office of Equal Opportunity
301 N. Olive Avenue, 10th Floor
West Palm Beach, FL 33401
(561) 355-4884
Fax: (561) 355-4932
www.pbcgov.com/equalopportunity



- Palm Beach County Board of County Commissioners**
- Mary Lou Berger, Mayor
- Hal R. Valeche, Vice Mayor
- Paulette Burdick
- Shelley Vana
- Steven L. Abrams
- Melissa McKinlay
- Priscilla A. Taylor

County Administrator
Verdenia C. Baker

We previously notified the Board of County Commissioners via memorandum dated January 11, 2016 (attachment "A") that the U. S. Department of Housing and Urban Development (HUD) awarded the Office of Equal Opportunity (OEO) \$30,000 for acting as the host agency for the Region IV FHAP/FHIP Partnership Training Conference that will take place in Palm Beach County March 15 – 17, 2016. This training will bring together government and private fair housing enforcement agency staff from eight (8) states. The revenue is for the OEO to negotiate hotel contracts, coordinate registration efforts, negotiate and coordinate travel arrangements for conference speakers, provide on-site logistical support and other conference activities to ensure successful execution of the conference.

In order for OEO to receive the revenue, the contract required approval by the Board of County Commissioners. To meet hotel deadlines, the funds needed to be obligated immediately and urgent

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approval was required.

The Mayor signed that original contract on January 15, 2016 (Attachment "B"). Thereafter, HUD changed the terms of the contract and forwarded a revised contract to OEO. That subsequent contract was signed by the Mayor on January 27, 2016. (Attachment "C"). However, since that date, HUD once again changed the terms of the contract and forwarded a revised contract to OEO on February 4, 2016. The new contract is attached.

It is requested that this new HUD Contract (HUD Form 1044) be signed by the Mayor of the Board of County Commissioners so that it can be forwarded to HUD via overnight mail. Two (2) originals of the 1044 are enclosed for signature.

OEO has prepared an Agenda items to present this contract item to the Board for ratification of the Mayor's signature at the February 9, 2016 BCC meeting.

If there are any questions concerning this request, or if additional information is needed, please contact me at 355-2558.

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Assistance Award/Amendment

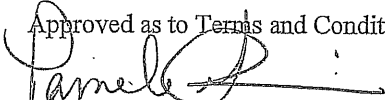
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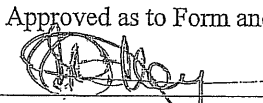
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Total Instrument Amount	\$290,825.00	Total Obligation	\$290,825.00

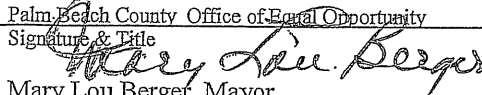
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Expiration Date: 9/30/2016

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Pamela Guerrier, Director / OEO

Approved as to Form and Legal Sufficiency

County Attorney Office

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Signature & Title  Mary Lou Berger, Mayor Palm Beach County Board of County Commissioners	Date (mm/dd/yyyy) 2/8/16	Signature & Title Carlos Osegueda, CAO	Date (mm/dd/yyyy)



INTEROFFICE M E M O R A N D U M

DATE: January 11, 2016

TO: Mary Lou Berger, Mayor
Board of County Commissioners

THRU: Verdenia C. Baker, County Administrator

FROM: Pamela Guerrier, Director
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Verdenia C. Baker

The U. S. Department of Housing and Urban Development (HUD) has awarded the Office of Equal Opportunity an award of \$30,000 for acting as the host agency for the Region IV FHAP/FHIP Partnership Training Conference that will take place in Palm Beach County March 14 – 17, 2016. This training will bring together government and private fair housing enforcement agency staff from eight (8) states. This revenue is for the OEO to negotiate hotel contracts on behalf of HUD, coordinate registration efforts, negotiate and coordinate travel arrangements for conference speakers, provide on-site logistical support and other conference activities to ensure successful execution of the conference.

In order for OEO to receive this revenue, the contract requires approval by the Board of County Commissioners. To meet hotel deadlines, these funds must be obligated immediately. Therefore, urgent approval is needed so that the deadlines can be met.

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Affirmative Action Employer"



It is requested that the attached HUD Contract (HUD Form 1044) be signed by the Mayor of the Board of County Commissioners so that it can be forwarded to HUD via overnight mail. Two (2) originals of the 1044 are enclosed for signature.

OEO has prepared an Agenda Item to present this contract item to the Board for ratification of the Mayor's signature at the February 9, 2016 BCC meeting.

If there are any questions concerning this request, or if additional information is needed, please contact me at 355-2558.

cc: David R. F. Ottey, Chief Assistant County Attorney

Assistance Award/Amendment

U.S. Department of Housing and
Urban Development
Office of Administration

1. Assistance Instrument <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		2. Type of Action <input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment	
3. Instrument Number FF204K154023	4. Amendment Number 1	6. Control Number January	
7. Name and Address of Recipient Palm Beach County Office of Equal Opportunity 301 N. Olive Avenue, 10 th Floor West Palm Beach, Florida 33401 TAX ID# 59-6000785 DUNS# 078470481		8. HUD Administering Office U.S. Department of HUD/FHEO Five Points Plaza, 40 Marietta Street., NW Atlanta, GA 30303	
10. Recipient Project Manager Pamela Guerrier, Executive Director		8a. Name of Administrator Carlos Osegueda	8b. Telephone Number 678-732-2905
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APPROVED AS TO TERMS AND CONDITIONS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Pamela Guerrier
Pamela Guerrier, Director / Office of Equal Opportunity

[Signature]
County Attorney Office

This amendment requires Palm Beach County Office of Equal Opportunity to ensure that the registration efforts include industry, not-for profit, other federal agencies, and HUD partners within the jurisdiction. The scope of service requires Palm Beach County Office of Equal Opportunity to negotiate hotel contracts on behalf of FHEO; coordinate registration efforts; coordinate travel arrangements for speakers; provide on-site logistical support; and other conference support activities to ensure successful execution of the conference.

Palm Beach county Office of Equal Opportunity shall furnish all necessary equipment, personnel, and supplies to produce a conference event to commence on March 15-17, 2016. Palm Beach County Office of Equal Opportunity shall work in conjunction with Region IV FHEO and other appropriate HUD staff in order to plan, conduct and closeout a successful conference that meets the goals and objectives FHEO.

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Pamela Guerrier, Executive Director Palm Beach County Office of Equal Opportunity		20. HUD (By Name) Office of Fair Housing and Equal Opportunity	
Signature & Title <i>Mary Lou Berger</i> Mary Lou Berger, Mayor Palm Beach County Board of County Commissioners	Date (mm/dd/yyyy) 01/15/2016	Signature & Title Carlos Osegueda, CAO	Date (mm/dd/yyyy)



INTEROFFICE MEMORANDUM

DATE: January 27, 2016

TO: Mary Lou Berger, Mayor
Board of County Commissioners

THRU: Verdenia C. Baker, County Administrator

FROM: Pamela Guerrier, Director
Office of Equal Opportunity

RE: HUD FY 2015 Complaint Resolution Contract

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Verdenia C. Baker

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In order for OEO to receive the revenue, the contract required approval by the Board of County Commissioners. To meet hotel deadlines, the funds needed to be obligated immediately and urgent

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approval was required.

The Mayor signed that original contract on January 15, 2016 (Attachment "B"). However, since that date, HUD changed the terms of the contract and forwarded a revised contract to OEO. The new contract is attached.

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If there are any questions concerning this request, or if additional information is needed, please contact me at 355-2558.

Assistance Award/Amendment

**U.S. Department of Housing and
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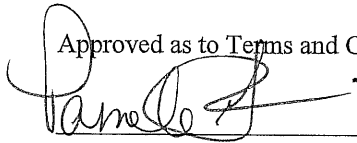
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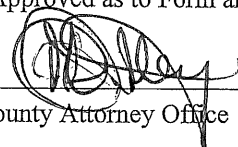
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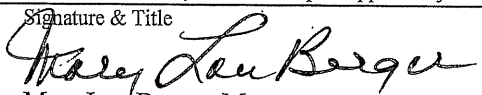
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Palm Beach County Office of Equal Opportunity shall furnish all necessary equipment, personnel, and supplies to produce a conference event to commence on March 15-17, 2016 for Region IV fair housing partners. The scope of service requires Palm Beach County Office of Equal Opportunity to negotiate hotel contracts, coordinate registration efforts; coordinate travel arrangements for speakers; provide on-site logistical support; and other conference support activities to ensure successful execution of the conference.

Approved as to Terms and Conditions

Pamela Guerrier, Director/ OEO

Approved as to Form and Legal Sufficiency

County Attorney Office

Expiration Date: 9/30/2016

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Signature & Title  Mary Lou Berger, Mayor Palm Beach County Board of County Commissioners	Date (mm/dd/yyyy) 1/27/16	Signature & Title Carlos Osegueda, CAO	Date (mm/dd/yyyy)



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-2000

OFFICE OF FAIR HOUSING
AND EQUAL OPPORTUNITY

FEB 25 2015

15 FEB 2 2015
OFFICE OF FAIR HOUSING
AND EQUAL OPPORTUNITY
Peg

Ms. Pamela Guerrier
Director
Palm Beach County Office of Equal Opportunity
215 N. Olive Avenue, Suite 130
West Palm Beach, Florida 33401

Dear Ms. Guerrier:

Attached for your records is an executed copy of the 2015 Addendum to the *Memorandum of Understanding between the U. S. Department of Housing and Urban Development (HUD) and the Palm Beach County Office of Equal Opportunity (OEO)*. The 2015 Addendum renews and extends OEO's Memorandum of Understanding with the Department until February 12, 2020.

The Department will continue to monitor OEO's performance in accordance with 24 CFR part 115 as well OEO's compliance with any written agreements between HUD and OEO related to OEO's participation in the Fair Housing Assistance Program.

Congratulations to OEO on receiving continued certification.

Sincerely,

Joseph A. Pelletier, Esq.
Director, Fair Housing Assistance Program

Attachment

cc: Carlos Osegueda, FHBO Region IV Director (w/attachment)

2015 ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
PALM BEACH COUNTY OFFICE OF EQUAL OPPORTUNITY

I. PURPOSES

The purpose of this 2015 Addendum to the Memorandum of Understanding (hereinafter "2015 Addendum") is to renew and extend the original Memorandum of Understanding (MOU) between the Department of Housing and Urban Development and the Palm Beach County Office of Equal Opportunity (OEO). The 2015 Addendum also provides updates to certain provisions of the MOU as specified at section IV herein.

II. AUTHORITY

The federal Fair Housing Act, at Section 810(f)(5), requires that "not less frequently than every five years, the Secretary shall determine whether each agency certified under this subsection continues to qualify for certification." The implementing regulation at 24 C.F.R. Section 115.208(a) states "if the Assistant Secretary affirmatively concludes that the agency's law and performance have complied with the requirements of this part in each of the five years of certification, the Assistant Secretary may renew the certification of the agency."

On July 15, 2013, the agency certified that the Palm Beach County Fair Housing Ordinance, both "on its face" and "in operation" continues to provide substantive rights, procedures, remedies and judicial review procedures for alleged discriminatory housing practices that are substantially equivalent to those provided in the federal Fair Housing Act. During the five years of certification, the Department's regional office has conducted performance assessments of the agency.

In accordance with 24 C.F.R. Section 115.208, a determination of continued certification is based on the performance assessments and the agency certification.

III. RENEWAL AND EXTENSION OF CERTIFICATION

The MOU between the Department and OEO expired on April 17, 2013. The 2015 Addendum renews and extends the MOU for five years from the date it is signed by all appropriate signatories.

IV. UPDATES

The MOU is updated as follows:

Any and all references in the MOU to 24 C.F.R. 115.207 are changed to 24 C.F.R. 115.203.

Any and all references in the MOU to 24 CFR 103.40(b) are changed to 24 C.F.R. 103.25 and 103.30.

Any and all references to 24 C.F.R. 115.4 are changed to 24 C.F.R. 115.206.

Section IV(A)(1) in the MOU now reads:

Complaints first received by HUD. When a complaint is filed with HUD and alleges a discriminatory housing practice that is within the jurisdiction of the Agency, the Field Office will *refer the complaint by TEAPOTS to the Agency*. The Department will take no action with respect to the complaint, except for reactivation as set forth in Section V of this MOU.

Additionally, a referral does not prohibit the Department from taking appropriate action to review or investigate matters in the complaint that raise issues cognizable under other civil rights authorities applicable to HUD programs. If possible, the Department will include in the transmittal of the complaint, information as to whether other civil rights authorities are applicable. If the Department cannot make a determination that other civil rights authorities apply within three days of the receipt of the complaint, the Department will forward the complaint and provide such additional information as soon as it is determined.

The following is added as Section IV (K):

Initial Contact Date

- (1) The Agency must use the Initial Contact Date field in TEAPOTS to record the actual date on which the complainant first contacts the Agency or FHEO to inquire about filing a housing discrimination complaint, or to report an alleged discriminatory housing practice. The Agency will be required to comply with the following procedures with respect to documenting a complainant's initial contact. For cases initially filed with the Agency, the Agency must:
 - a. Maintain records of each complainant's initial contact with the Agency, including records of all telephone, e-mail, letters, and in-person contacts;
 - b. Place the original record of a complainant's initial contact, or a copy of that record, in the case file under the complainant's evidence section of the file, consistent with the requirements of Chapter 10 of the Title VIII Manual; and
 - c. Ensure that the Initial Contact Date field in TEAPOTS reflects the earliest date of contact referenced in the case file.

- (2) For complaints initially filed with FHEO, the Agency:
- a. Must ensure that the Initial Contact Date field in TEAPOTS reflects the earliest date of contact referenced in the case file referred to the Agency by FHEO.
 - b. Must not change the date that FHEO entered in the Initial Contact Date field in TEAPOTS even if records contained in the case file received from FHEO reflect a later date of contact by the complainant. If FHEO has entered an initial date of contact in TEAPOTS that is earlier than any contact date referenced in the case file, the Agency must contact the Field Office to obtain any records of contact that may have been omitted from the case file.

The Agency's Cooperative Agreement will be modified to require compliance with these requirements, and FHEO Field Office Staff will evaluate compliance with these requirements during performance assessments of the Agency. Test calls will periodically be made to determine whether the Agency is maintaining appropriate documentation of complainants' initial telephone inquiries. Failure to comply with these requirements for accurately documenting initial contact data in TEAPOTS may result in reductions in the payments that the Agency receives for investigating complaints. Entering correct initial contact data in the TEAPOTS system is essential to FHEO's ability to monitor the timeliness of the Agency's investigations.

IX. TRAINING now reads:

The Agency must send staff to mandatory training sponsored by HUD, including, but not necessarily limited to, the National Fair Housing Training Academy and the National Fair Housing Policy Conference. The HUD Government Technical Representative assigned to the Agency will monitor compliance with this requirement, and assist the Agency in determining the appropriate staff and number of persons to attend training.

XVI. EFFECTIVE DATE now reads:

The MOU is extended for five years from the date it is signed by all appropriate signatories.

V. STATEMENT OF INTENTION

In order to maintain its certification, the OEO agrees to comply with all aspects of the revised 24 C.F.R. Part 115, published in the Federal Register on April 16, 2007. In addition, the OEO hereby specifically agrees to comply with the following provisions:

§115.208(b)(2) "Procedures for renewal of certification"

In determining whether to renew the certification of an agency, the Assistant Secretary's review may include, but is not limited to:

(2) The agency's own certification that the State or local fair housing law continues to be substantially equivalent both "on its face" and "in operation;" (i.e., there have been no amendments to the State or local fair housing law, adoption of rules or procedures concerning the fair housing law, or judicial or other authoritative interpretations of the fair housing law that limit the effectiveness of the agency's fair housing law).

§115.211(a)(1) - (3) "Changes limiting effectiveness of agency's law; Corrective actions; Suspension; Withdrawal; Consequences of repeal; changes not limiting effectiveness"

(1) If a State or local fair housing law that HUD has previously deemed substantially equivalent to the Act is amended; or rules or procedures concerning the fair housing law are adopted; or judicial or other authoritative interpretations of the fair housing law are issued, the certified agency must inform the Assistant Secretary of such amendment, adoption, or interpretation within 60 days of its discovery.

(2) The requirements of this section shall apply equally to the amendment, adoption, or interpretation or any related law that bears on any aspect of the effectiveness of the agency's fair housing law.

(3) The Assistant Secretary may conduct a review to determine if the amendment, adoption, or interpretation limits the effectiveness of the certified agency's fair housing law.

§115.310 "FHAP and the First Amendment"

None of the funding made available under the FHAP may be used to investigate or prosecute any activity engaged in by one or more persons, including the filing or maintaining of a non-frivolous legal action, that may be protected by the First Amendment of the United States Constitution. HUD guidance is available that sets forth the procedures HUD will follow when it is asked to accept and dual-file a case that may implicate the First Amendment of the United States Constitution.

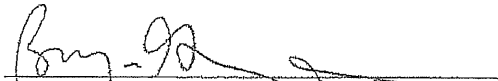
VI. LIAISON

The signatories agree to name a specific individual as well as an alternate, to serve as the principal contact person for each and all communications between them. The individuals so designated are:

For the Department:	Liaison <i>Kia Johnson, UTM</i>
	Alternate <i>Adrianne Vargas, STZ</i>
For the Agency:	Liaison <i>Pamela Guemier, Director</i>
	Alternate <i>Salina Johnson</i>

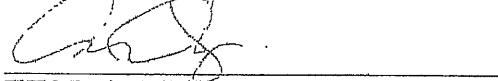
VII. SIGNATURES

Executed by the undersigned on the dates shown below, pursuant to the respective authorizations of the U.S. Department of Housing and Urban Development and the OEO.



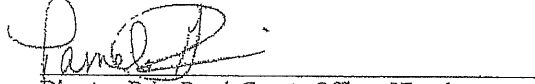
General Deputy Assistant Secretary for Fair
Housing and Equal Opportunity

11/20/2015
Date



FHEO Region IV Director


2/12/15
Date



Director, Palm Beach County Office of Equal
Opportunity


29 January 2015
Date

APPROVED AS TO TERMS AND CONDITIONS



Pamela Guerrier, Director
Office of Equal Opportunity

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY



County Attorney

16- 0353

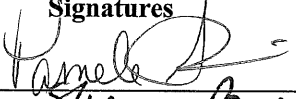
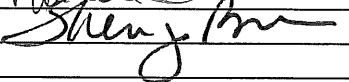
**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 012016*175
BGEX 012016*693

1252 - HUD Fair Housing

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 1/11/16	REMAINING BALANCE
<u>REVENUES</u>								
402-4132-3169	Fed Grant Other Transportation	0	0	30,000	0	30,000		
	Total	<u>115,977</u>	<u>115,977</u>	<u>30,000</u>	<u>0</u>	<u>145,977</u>		
<u>EXPENDITURES</u>								
402-4132-3421	Contractual Service-Training	0	0	1,300	0	1,300		
402-4132-3401	Other Contractual Services	0	0	28,700	0	28,700		
	Total	<u>115,977</u>	<u>115,977</u>	<u>30,000</u>	<u>0</u>	<u>145,977</u>	<u>14,198</u>	<u>131,779</u>

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures



Date
27 January 2016.
2/13/16

By Board of County Commissioners
At Meeting of
Deputy Clerk to the
Board of County Commissioners



GROUP SALES EVENT AGREEMENT

**Hilton West Palm Beach
600 Okeechobee Blvd
West Palm Beach FL 33401**

This **Group Sales Event Agreement** ("Agreement") is by and between Palm Beach County, through its Office of Equal Opportunity ("Group" or "you" or "your(s)") and **Related Companies Inc.** ("Owner"), d/b/a **Hilton West Palm Beach** (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Pamela Guerrier	Name of "Event":	Palm Beach County, through its Office of Equal Opportunity
Title:	Director	Date(s) of Event:	March 15, 2016 - March 16, 2016
Company Name:	Palm Beach County, through its Office of Equal Opportunity	Post to Reader Board As:	FHAP / FHIP Partnership Training Conference
Address:	301 North Olive Avenue 10th Floor	Hotel Contact:	Derrick Steinour
City, State, Zip:	West Palm Beach, Florida 33401	Title:	Senior Sales Manager
Phone:	561-355-2558	Phone:	(561) 310-7481
Email:	pguerrie@pbcqov.org	Email:	derrick.steinour2@hilton.com

ROOM BLOCK SLEEPING ROOMS and RATES

	Mon, 3/14/16	Tue, 3/15/16	Wed, 3/16/16
Queen Queen	40	40	25
King	40	40	25
Total	80	80	50

Room	Single Rate	Double Rate
Queen Queen	\$ 175.00	\$ 175.00
King	\$ 175.00	\$ 175.00

TOTAL SLEEPING ROOM NIGHTS RESERVED: 210

Sleeping room rates as noted in the "Room Block" above are **net, non-commissionable** and are quoted *exclusive* of applicable state and local taxes, fees and assessments.

Summary of Revenue Anticipated by Hotel from this Agreement

For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$36,750
"Total Anticipated Revenue":	\$36,750

Option Dates



These arrangements are being held on a **first option basis** until February 1, 2016 (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **2 days**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by, February 1, 2016 we may, at our sole option and with no notice required, release this first option, review our rates, or continue to hold the arrangements.

Taxes

In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is **6%**, and the hotel occupancy tax rate is **6%**. We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

Additional Concessions

In consideration of the entire value your Event brings to the Hotel, we are pleased to offer the following concessions based on Group's achievement of **80%** or greater of the combined Total Anticipated Sleeping Room Revenue.

Special Concessions:

- **20% allowable attrition**
- **Complimentary guestroom internet**

Cut-Off Date

In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **February 16, 2016**. This date will be known as your "**Cut-Off Date**." After the Cut-Off Date, the Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel's losses. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Check-In/Out Time

Our check-in time is **3:00 PM**, check-out time is **12:00 PM**. All guests arriving before **3:00 PM** will be accommodated as rooms become available. Our **Front Office** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee

If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account currently, \$75.00. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation.

Room Assignments

We understand room assignments will be made directly by the attendee via the Internet. We have created a **Reservations Group Code** for your Event. Your Event Manager will provide you with the unique URL to send out to your attendees.

Guest Payment Arrangements

It is our understanding that all individuals who attend your Event will be responsible for their own room, tax and incidental charges upon check-out. Incidental charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. Please instruct your guests to check with the Hotel to make certain all incidental charges are paid prior to departure.

Individual Guest Deposits/Confirmation

To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit will be charged immediately. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. Your advance payments and deposits will either be refunded by us to you within 30 days after completion of your Event if sleeping rooms you paid for in advance were later paid for by your attendees or, at our election, credited to your Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

Unavailability of Guestrooms

The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting Group, if an attendee with a confirmed reservation in your Room Block cannot be accommodated by the Hotel, the Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the Hotel.
2. One daily complimentary round trip ground transportation between Hotel and the alternate hotel.
3. The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. Group will receive credit for any guests displaced toward its pick up for purposes of this Agreement.
5. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

Impossibility

Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control, including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States; make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

Governing Law

The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws. The venue shall be in a court of competent jurisdiction in Palm Beach County.

Dispute Resolution

The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs

The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. After reasonable efforts, the parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover reasonable attorney's fees incurred in such efforts to collect.

Entire Agreement/Amendments/Changes

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period).

For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (*i.e.*, Fed Ex) or email will be effective as of the date sent; or
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

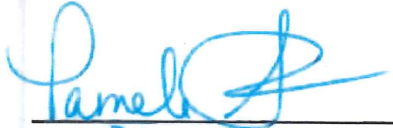
For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.


The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:
Palm Beach County, through its Office of Equal Opportunity

HOTEL:
Related Companies Inc.
d/b/a Hilton West Palm Beach
By Hilton Worldwide, Managing Agent

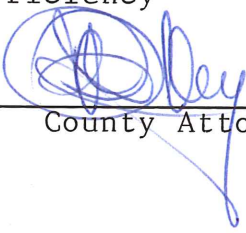
By: 
(title) Director
Name: Pamela Guerrier
Dated: 1 February 2016

By: 
Name: Derrick Steinour, Senior Sales Manager
Dated: 2/1/2016

Approved as to Terms and Conditions

Approved as to Form and Legal Sufficiency


Pamela Guerrier, Director/OEO


County Attorney Office