

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	August 15, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Department of Housing and Economic Sustainability

I. EXECUTIVE BRIEF

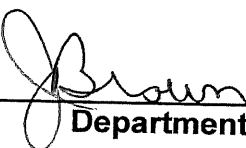
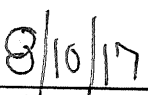
Motion and Title: Staff recommends motion to approve: an Agreement with the City of Lake Worth for demolition services.

Summary: This Agreement establishes terms for the City of Lake Worth's participation in the Department of Housing and Economic Sustainability's (DHES) Demolition Program. DHES utilizes Federal Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) funds to undertake the demolition of structures, which pose a threat to public health and safety or pose blighting conditions in the community. When the expenditure of Federal funds on the demolition of a property is \$25,000 or greater, United States Department of Housing and Urban Development (HUD) regulations (24 CFR 570.505) apply. These regulations require that for no less than five (5) years following demolition, the property serve a CDBG/NSP eligible use such as affordable housing, a public facility, or a commercial facility which predominantly serves low and moderate income persons. This Agreement requires the municipality to place an encumbrance on the title to such properties in order to restrict their use, to secure the Federal funds, and to ensure compliance with HUD grant requirements. The Agreement will begin on the date of its approval by the Board of County Commissioners and will remain in effect for a period of three (3) years thereafter. **These are CDBG and NSP Federal funds which require no local match.** District 7 (JB)

Background and Justification: The City of Lake Worth has an executed Interlocal Agreement with Palm Beach County to participate in the County's HUD Urban County Program, and thereby, the County may undertake CDBG and NSP activities within the City. Approval of this Agreement will facilitate the use of CDBG and NSP funds for the elimination of threats to public health and safety and the removal of blighted conditions.

Attachment(s):

1. Agreement with the City of Lake Worth

Recommended By:		
	Department Director	Date

Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT *	0				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes ___ No ___
 Budget Account No.:

Fund ___ Dept ___ Unit ___ Object ___ Program Code/Period ___

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

*No fiscal impact

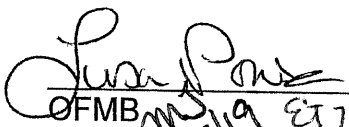
C. Departmental Fiscal Review:



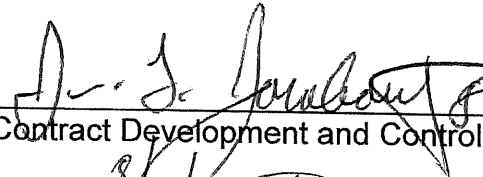
 Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

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



 Susan Pons 7/19/17
 OFMB 7/19 2/7/19



 A. J. Gumbert 8/10/17
 Contract Development and Control
 8/10/17 PG

B. Legal Sufficiency:



 James Buhl 8/14/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

AGREEMENT FOR DEMOLITION SERVICES

PALM BEACH COUNTY

AND

CITY OF LAKE WORTH

THIS AGREEMENT, entered into on _____ by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its various programs, and City of Lake Worth, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 7 North Dixie Highway, Lake Worth, Florida, 33460.

WHEREAS, Palm Beach County has made funding available from various sources designated to alleviate slums and blighted conditions through the demolition of vacant structures; and

WHEREAS, Palm Beach County and City of Lake Worth jointly desire to implement the demolition services specified by this Agreement; and

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

1. **DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the City of Lake Worth.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "NSP" means Neighborhood Stabilization Program.
- (G) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (H) "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 this Agreement.

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

The Municipality and the County shall jointly implement the herein described demolition program which activities have been determined to be **Clearance Activities**, under 24 Code of Federal Regulations (CFR) 570.201(d). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", meet either the **CDBG Low- and Moderate- Income Area Benefit National Objective** as defined in 24 CFR 570.208(a)(1) or the **Prevention or Elimination of Slums and Blight National Objective** defined in 24 CFR 570.208(b).

4. **GENERAL COMPLIANCE**

Where applicable, the Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. PAYMENT FOR SERVICES

All services undertaken and provided through this Agreement, unless specifically noted, shall be paid directly to the vendor by the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the availability of funds, as determined by the County in its sole and absolute discretion, during the Term of this Agreement. The effective date shall be the date of execution of this Agreement ("Effective Date") and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. The term of this Agreement shall commence upon the Effective Date and shall extend for a period of three (3) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The Term of this Agreement may be extended by amendment executed by both parties to the Agreement.

8. CONDITIONS ON WHICH PROJECT 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. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES.

(B) **PROGRAM - GENERATED INCOME**
All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Funds generated by repayment of municipal liens for municipal costs are not considered program income. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

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

9. 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.

10. PROGRAM ELIGIBILITY CRITERIA

In order to qualify for demolition, one of the following three (3) criteria must be met:

1. The activity must benefit all residents of the particular area, where at least 51 percent (51%) of the residents are low and moderate income persons.
2. The activity must be located in an area which:
 - a. meets the designated definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

- b. throughout the area, there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration;
 - c. documentation must be maintained on the boundaries of the area and the condition which qualified the area at the time of designation; and the assisted activity addresses one or more of the conditions which contributed to the deterioration of the area.
3. Clearance activities which eliminate specific conditions of blight or physical decay on a spot basis not located in a slum or blighted area and which are necessary to the extent that they eliminate conditions which are detrimental to public health and safety.

11. EVALUATION AND MONITORING

The Municipality agrees that DES may carry out periodic monitoring and evaluation of activities as determined necessary by DES and that the continuation of this Agreement is dependent upon satisfactory evaluation and conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees, copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

12. 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 which was acquired, improved, or demolished in whole or part with CDBG and/or NSP funds in the excess of \$25,000 shall be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after completion of such acquisition, improvements, or, demolition, or the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, improvement to, or demolition of the property.

This provision shall survive the expiration or early termination of this Agreement.

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

14. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

15. INSURANCE BY MUNICIPALITY:

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 to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 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.

16. 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.

17. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the 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 not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

18. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a 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, as required, and to be provided for use by the Municipality;
- (B) OMB Circulars A-87, A-102, A-133, and 24 CFR Part 85
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) 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.

19. TERMINATION AND SUSPENSION

In the event of early 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. The County may cease operation of the program 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, 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.

(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.

(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.

20. 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.

21. AMENDMENTS

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

22. NOTICES

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

23. 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 Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

24. **NO FORFEITURE**
The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.
25. **PUBLIC ENTITY CRIMES**
As provided in F.S. 287.133 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).
26. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the 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.
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 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. **SOURCE OF FUNDING**
This Agreement and all obligations of the County hereunder are subject to and contingent upon the availability of funds through the Programs administered by the County's Department of Economic Sustainability. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.
29. **INCORPORATION BY REFERENCE**
Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.
30. **PUBLIC RECORDS**
Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Municipality: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Municipality shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Municipality is specifically required to:
- A. Keep and maintain public records required by the County to perform services as provided under this Agreement:
 - B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Municipality further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the Agreement term and following completion of the Agreement, if the Municipality does not transfer the records to the County.

- D. Upon completion of the Agreement the Municipality shall transfer, at no cost to the County, all public records in possession of the Municipality unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Municipality transfers all public records to the County upon completion of the Agreement, the Municipality shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Municipality keeps and maintains public records upon completion of the Agreement, the Municipality shall meet all applicable requirements for retaining public records. All records stored electronically by the Municipality must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Municipality to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Municipality acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

31. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty-two (22) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

32. ENTIRE UNDERSTANDING

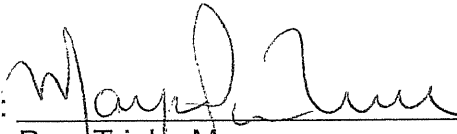
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.


(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

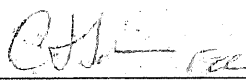
WITNESS our Hands and Seals on this 16th day of June, 2017.

(MUNICIPALITY SEAL BELOW)

CITY OF LAKE WORTH

By: 
Pam Triolo, Mayor

By: 
Deborah Andrea, City Clerk

By: 
Glen J. Torcivia, City Attorney
(Signature Optional)

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Paulette Burdick, 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

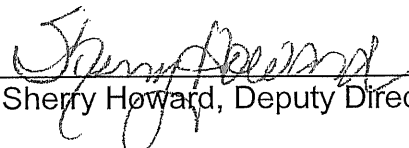
By: 
Sherry Howard, Deputy Director

EXHIBIT "A"**RESPONSIBILITIES OF THE MUNICIPALITY AND COUNTY**

This demolition program will be funded by the County with Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) funds. The County and the Municipality shall cooperate in implementation of the demolition program with each entity having specific responsibilities as delineated below.

I. Responsibilities of the Municipality

The Municipality shall:

- A. The Municipality shall identify properties to be demolished and submit to the County a request for demolition for each property. The request for demolition shall include:
1. A completed Demolition Questionnaire (Exhibit B);
 2. A completed Request for Environmental Review (Exhibit C) and
 3. An Owner's Consent to Demolish (Exhibit D - No Liens) or (Exhibit E - With Liens) or a Municipal Order to Demolish
- B. The Municipality shall maintain adequate documentation on file to demonstrate that each property selected for demolition meets one (1) of the following criteria:

1. *Slums and Blight Area*

- The property is located in an area which meets the designated definition of a slum, blighted, deteriorated or deteriorating area under State or local laws. The boundaries of the area and the conditions which qualified the area at the time of its designation must be documented and maintained on file;
- Throughout the area there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration; and
- The demolished property addressed one or more of the conditions which contributed to the deterioration of the area.

2. *Slums and Blight Spot*

The demolition of the property will eliminate a specific condition of blight or physical decay on a spot basis, and the demolition is necessary to the extent that it will eliminate conditions which are detrimental to public health and safety.

3. *Low- and Moderate-income Area*

The activity benefits all residents of the particular area where at least 51% of the residents are of low- and moderate-incomes (household income no greater than 80% of Area Median Income, adjusted for family size).

- C. In all cases, regardless of ownership, where the anticipated total cost of demolition and where applicable, asbestos abatement, exceeds \$25,000:

The Municipality shall cause to be executed and recorded a Declaration of Restrictions on title to the property (Exhibit F). The original recorded Declaration of Restrictions must be delivered to the County prior to the commencement of demolition work; or

The Municipality shall place a lien on the property in an amount that includes the County's costs as noted above and insert language that places restrictions on the property equivalent to the restrictions contained in the County's Declaration of Restrictions.

- D. The Municipality, in lieu of a recording a Declaration of Restrictions or placing a lien on the property, shall have the option of paying the County the total cost of demolition and asbestos abatement that exceeds \$24,999.

- E. The Municipality may opt to cancel the unit to be demolished due to cost considerations after completion of a title search and asbestos survey, but prior to asbestos abatement and procurement of demolition bids being undertaken. In instances where the project is cancelled by the Municipality, a National Objective will not be accomplished as required by the regulations accompanying the funding source. The County will charge and the Municipality shall pay to the County an Administrative Fee of \$1500 plus the cost of the Title Search and the Asbestos Survey. The Administrative Fee will offset the County's costs associated with the preparation of the Environmental Review, the processing of the demolition application and the processing of the asbestos related work.
- F. Upon expiration of this Agreement, the Municipality shall transfer to the County any accounts receivable attributable to the use of CDBG and/or NSP funds. In addition, any real property which was acquired, improved or demolished in whole or part with CDBG and/or NSP funds in the excess of \$25,000 shall be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after completion of such acquisition, improvements, or demolition, or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, or demolition of the property.

This provision shall survive the expiration or early termination of this Agreement.

Responsibilities of the County:

- A. The County, at its sole discretion, shall determine the eligibility of properties to be demolished. The determination will be based on CDBG and NSP Program regulations, and other applicable Federal, State, and local authorities.
- B. The County shall perform an Environmental Review (ER) in accordance with 24 CFR Part 58 and will identify conditions or mitigation measures required, if any.
- C. The County shall conduct an asbestos survey of each property submitted for demolition by the Municipality and shall undertake abatement, where necessary, prior to demolition. The County shall inform the Municipality of the cost and results of the title search, asbestos survey and, if applicable, the cost of the asbestos abatement.
- D. The County shall coordinate, procure, and oversee the demolition of properties approved for demolition by the County.
- E. The County shall fund all costs of services ordered and undertaken by the County, its contractors, and subcontractors, except in the event that (i) the Municipality elects to exercise its option to pay all costs of the in excess of \$24,999 per Exhibit A, Section I.D, above, or (ii) the Municipality elects to cancel the unit to be demolished and pay the County the fees and costs set forth in Exhibit A, Section I.E, above.

EXHIBIT B

DEMOLITION QUESTIONNAIRE

This is a request for the demolition of the property identified herein as follows:

PROPERTY ADDRESS:	
LEGAL DESCRIPTION:	
PROPERTY CONTROL NUMBER:	
NUMBER OF STRUCTURES AT THIS PROPERTY:	_____ structures
NUMBER OF STRUCTURES TO BE DEMOLISHED:	_____ structures
TOTAL FLOOR AREA OF STRUCTURES TO BE DEMOLISHED:	_____ square feet
NUMBER OF DWELLING UNITS TO BE DEMOLISHED:	_____ dwelling units
DESCRIPTION OF STRUCTURES TO BE DEMOLISHED AND TYPE OF CONSTRUCTION:	

1. PROPERTY OWNER INFORMATION:

Submit copies of recorded deed, or other document evidencing ownership:

Property Owner(s) Name	Property Owner's Phone Number
	()
	()

2. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY NON-RESIDENTIAL:

- entirely non-residential
- partially non-residential

Describe the use of the property:

3. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY RESIDENTIAL:

- entirely residential
- partially residential

List all residential dwelling units that have been vacant for three months or more.

Unit No.	Date Last Occupied	Source of Information Used to Establish Date Last Occupied

Examples of information sources for date last occupied:

- Affidavit from property owner
 - Date of utility cut off
 - Date from notice to vacate unsafe structure
 - Date of fire department report

List all residential dwelling units that have been vacant less than three months, then attach a Demolition Unit Worksheet for each dwelling unit listed.

Unit No.	Unit No.	Unit No.	Unit No.	Unit No.

4. FOR STRUCTURE(S) TO BE DEMOLISHED:

State the year built for each structure:

Year Built	Year Built	Year Built	Year Built	Year Built

For structures to be demolished built more than 50 years ago, submit the following for each:

- Demolition Justification and Historical Background Information sheet
 - Two front view photos and two side view photos of each structure.
- Mount photos on Photographic Survey form.

For structures to be demolished built 50 years ago, or less, submit the following for each:

- One front view photo and one side view photo of each structure.
- Mount photos on Photographic Survey form.

5. CERTIFICATION OF AGENCY SUBMITTING THIS REQUEST:

The undersigned representative of the agency submitting this request certifies to Palm Beach County, in connection with the structures identified herein for demolition, that:

- a. the structures to be demolished are owned by the property owners shown above, or the agency's documentation of the condemnation proceedings executed by the agency's legal representative.
- b. the structures to be demolished are vacant unoccupied structures,
- c. the structures to be demolished are in a blighted condition, that is, these structures are in a state of physical decay and deterioration that renders them in a substandard condition where rehabilitation to make them suitable for occupancy according to applicable housing and building codes is economically infeasible,
- d. the structures to be demolished are un-occupiable due to their deteriorated condition,
- e. the demolition of these structures will not result in the displacement of any owner or tenant that is a residential or business occupant, and that
- f. the last occupant has not been displaced as a result of government action associated with this demolition.

The undersigned further certifies to Palm Beach County that he/she has been authorized by the below named agency to submit this request.

AGENCY NAME: _____

AGENCY REPRESENTATIVE'S NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT C

ENVIRONMENTAL REVIEW REQUEST

1. REQUESTING AGENCY NAME

--

2. CONTACT PERSON

Name:		Date:	
-------	--	-------	--

3. CONTACT INFORMATION

E-Mail:		Phone:	
---------	--	--------	--

4. HOMEOWNER / HOMEBUYER / PROJECT NAME

--

5. FUNDING SOURCE

CDBG HOME DRI NSP1 NSP2 Other:

6. ACTIVITY TYPE

- Direct Homeownership Assistance/Subsidy to the homebuyer for:
 - S/F New construction
 - S/F Acquisition with minor Rehab major rehab
 - S/F Acquisition
- Residential New Construction:
 - 1-4 units
 - 5+ units
- Housing Rehabilitation:
 - Residential: 1-4 units 5+ units
 - Non-residential conversion to residential
- Acquisition:
 - Existing Residential Properties without Rehabilitation: Number of Units:
 - Existing Residential Properties with Rehabilitation: Number of Units:
 - Land Acquisition: Proposed Number of Units:
 - Existing Non-Residential Structures for Conversion: Proposed Number of Units:
- Demolition:
 - Existing Residential: 1-4 units 5+ units
 - Non-residential
- Capital Improvements:

Specify:

7. PROPERTY INFORMATION

Property Address:	
Property Owner(s):	
Property Control No:	
Property is:	<input type="checkbox"/> Vacant <input type="checkbox"/> Owner occupied <input type="checkbox"/> Tenant occupied
Year Built:	_____ (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

8. ENVIRONMENTAL PHASE 1 AUDIT:

Has an environmental Phase I audit been conducted for the property?
 No Yes (If yes, attach a copy of the report)

9. FOR REHABILITATION PROJECTS:

Describe the proposed rehabilitation work:

10. TYPE OF STRUCTURE:

- Single Family
- Multi Family Structure - Number of Units:
- Commercial
- Other - Specify:

9. FOR REHABILITATION PROJECTS:

Describe the proposed rehabilitation work: _____

10. TYPE OF STRUCTURE:

- Single Family
- Multi Family Structure - Number of Units: _____
- Commercial
- Other - Specify: _____

11. ZONING DESIGNATION AND COMPLIANCE:

Zoning designation: _____

Does the structure comply with the applicable zoning requirements? Yes No

12. UTILITIES:

Is this property served by a water main? Yes No

Is this property presently served by a sewer line? Yes No

REQUEST SUBMITTED BY:

 Name Signature Date

STRUCTURES OVER 50 YEARS OLD

**DEMOLITION JUSTIFICATION
 AND
 HISTORICAL BACKGROUND INFORMATION**

PROPERTY ADDRESS:	
PROPERTY OWNER(S):	
YEAR BUILT:	

For structures built more than 50 years ago:

1. Provide a detailed justification for the demolition of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs consisting of views of the four (4) elevations, views of the street in both directions, contiguous properties, and any unique architectural properties of the structure(s).

2. Provide information on any historical events or individuals known to be associated with the above stated property.

3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings.

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

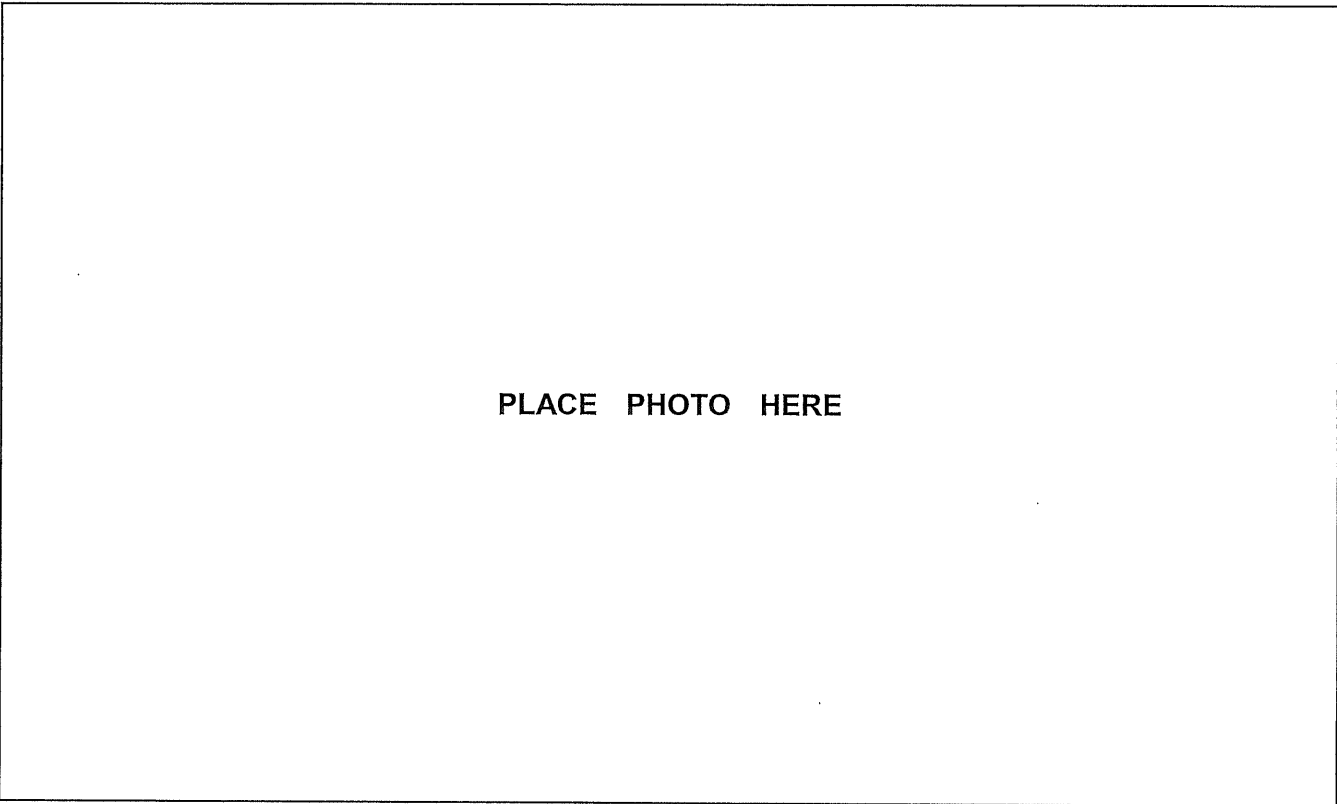


Photo date: _____ Photo is before demolition Photo is after demolition

North side West side Living room Hall Bathroom Carport/garage Utility room
 South side East side Dining room Kitchen Bedroom Other: _____

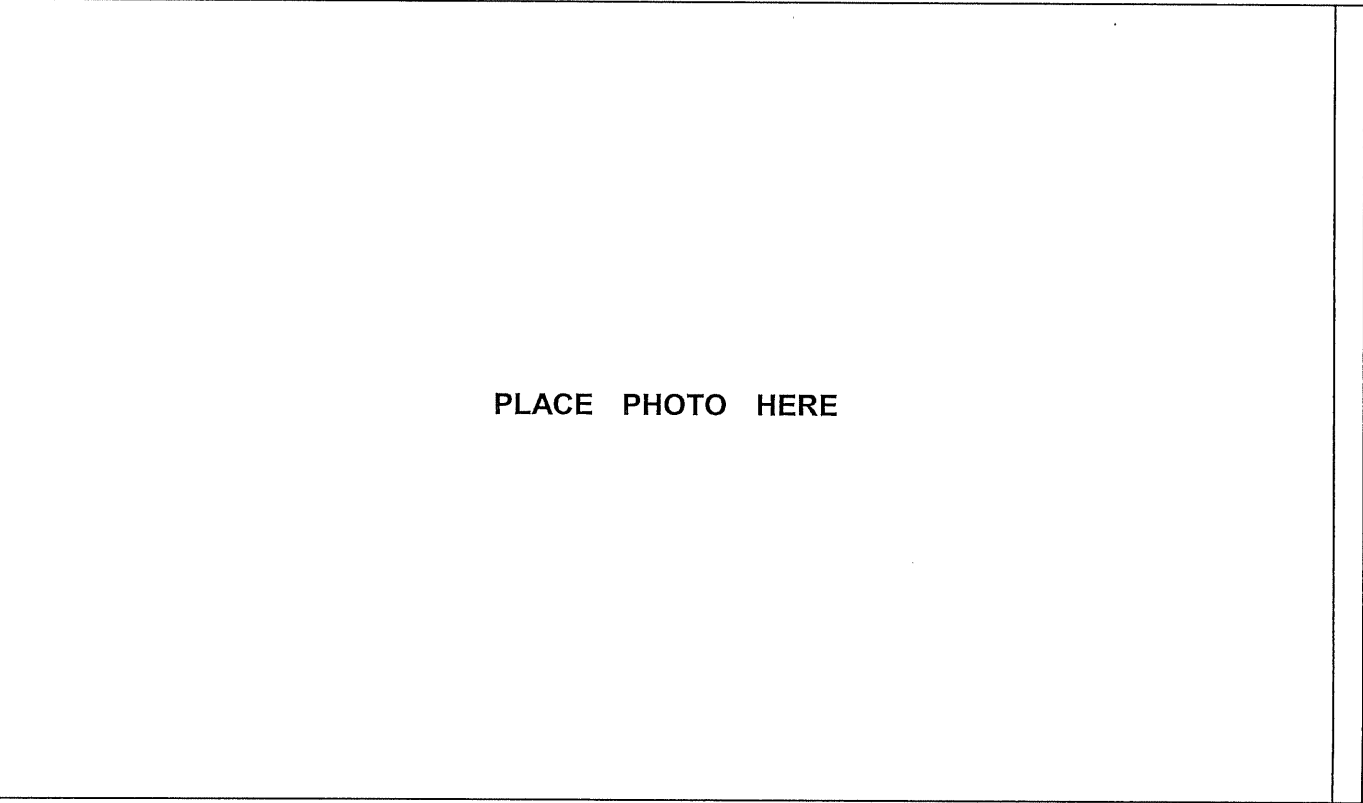


Photo date: _____ [] Photo is before demolition [] Photo is after demolition

[] North side [] West side [] Living room [] Hall [] Bathroom [] Carport/garage [] Utility room
[] South side [] East side [] Dining room [] Kitchen [] Bedroom [] Other: _____

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

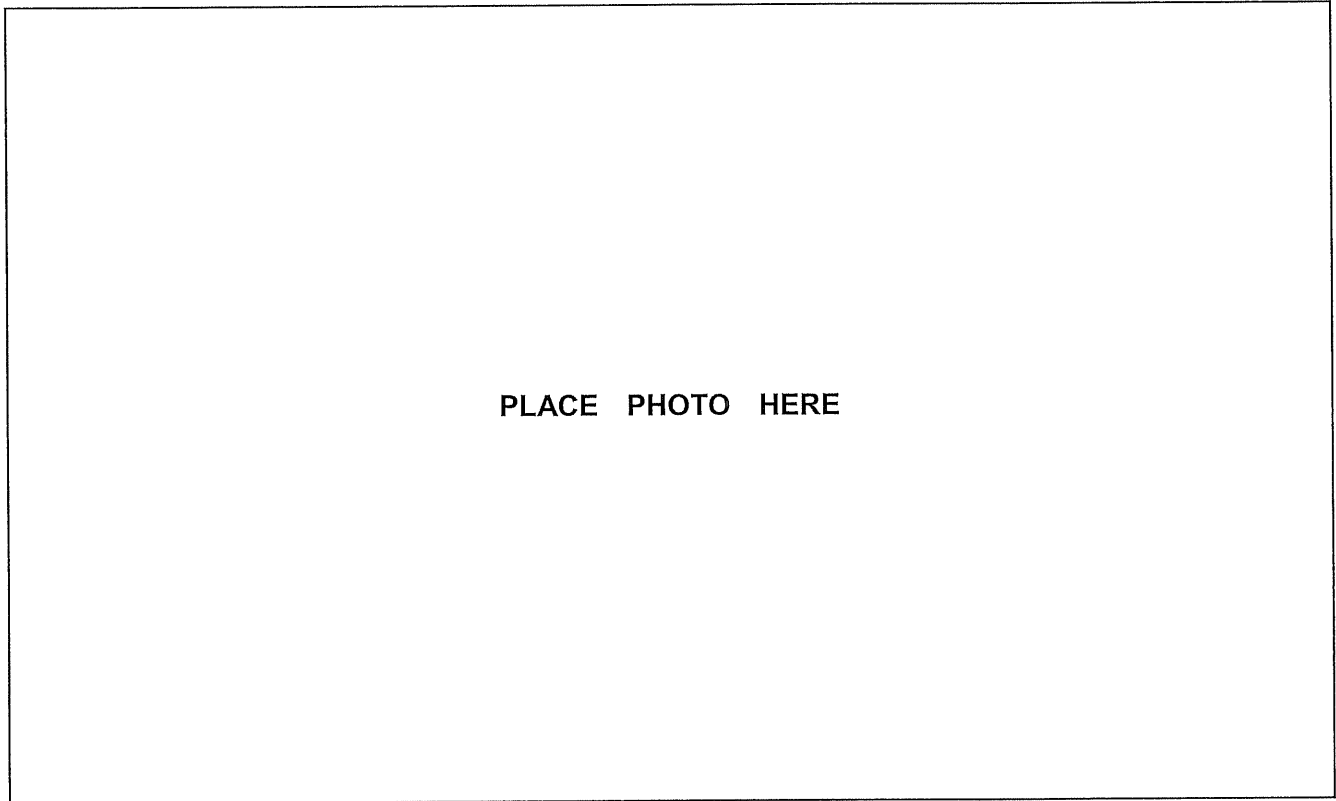


Photo date: _____ [] Photo is before demolition [] Photo is after demolition

[] North side [] West side [] Living room [] Hall [] Bathroom [] Carport/garage [] Utility room
[] South side [] East side [] Dining room [] Kitchen [] Bedroom [] Other: _____

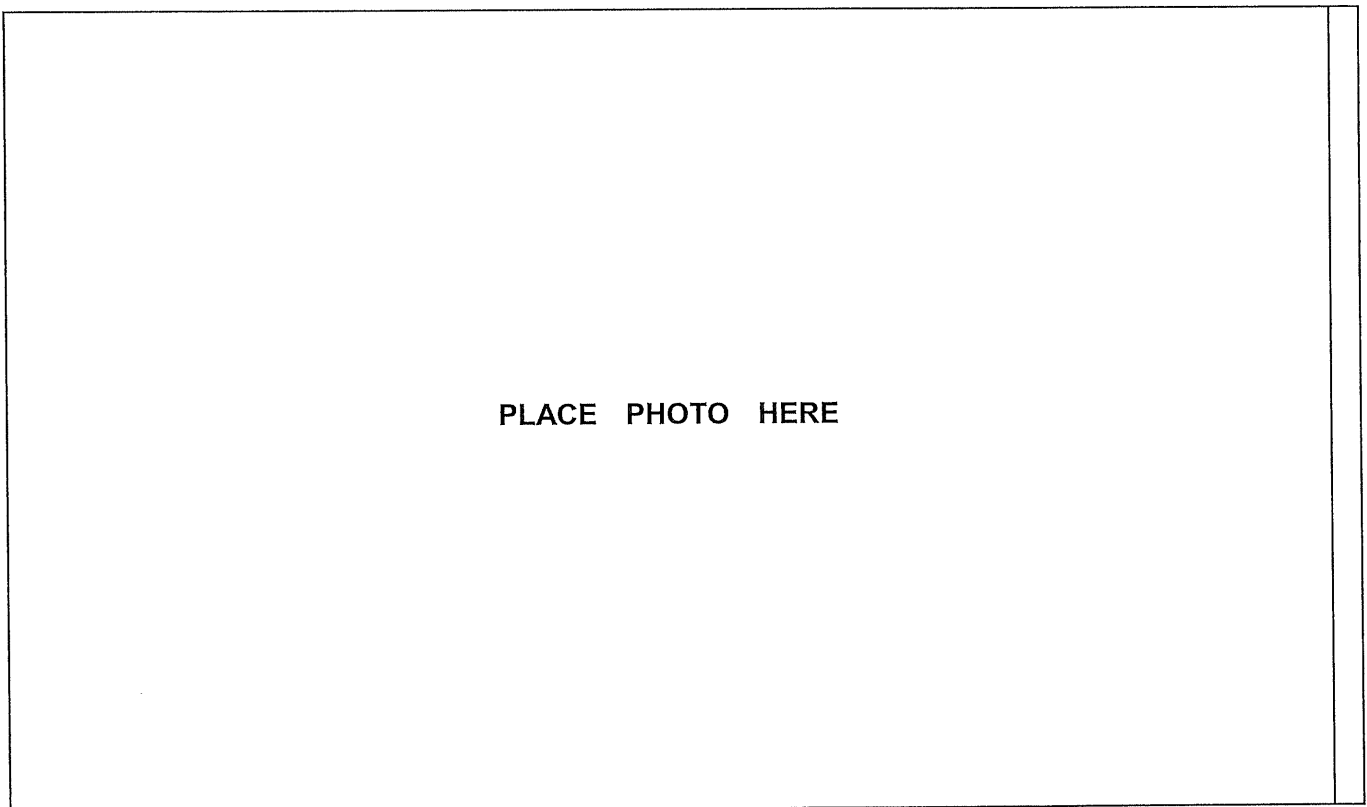


Photo date: _____ Photo is before demolition Photo is after Demolition

North side West side Living room Hall Bathroom Carport/garage Utility room
 South side East side Dining room Kitchen Bedroom Other: _____

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

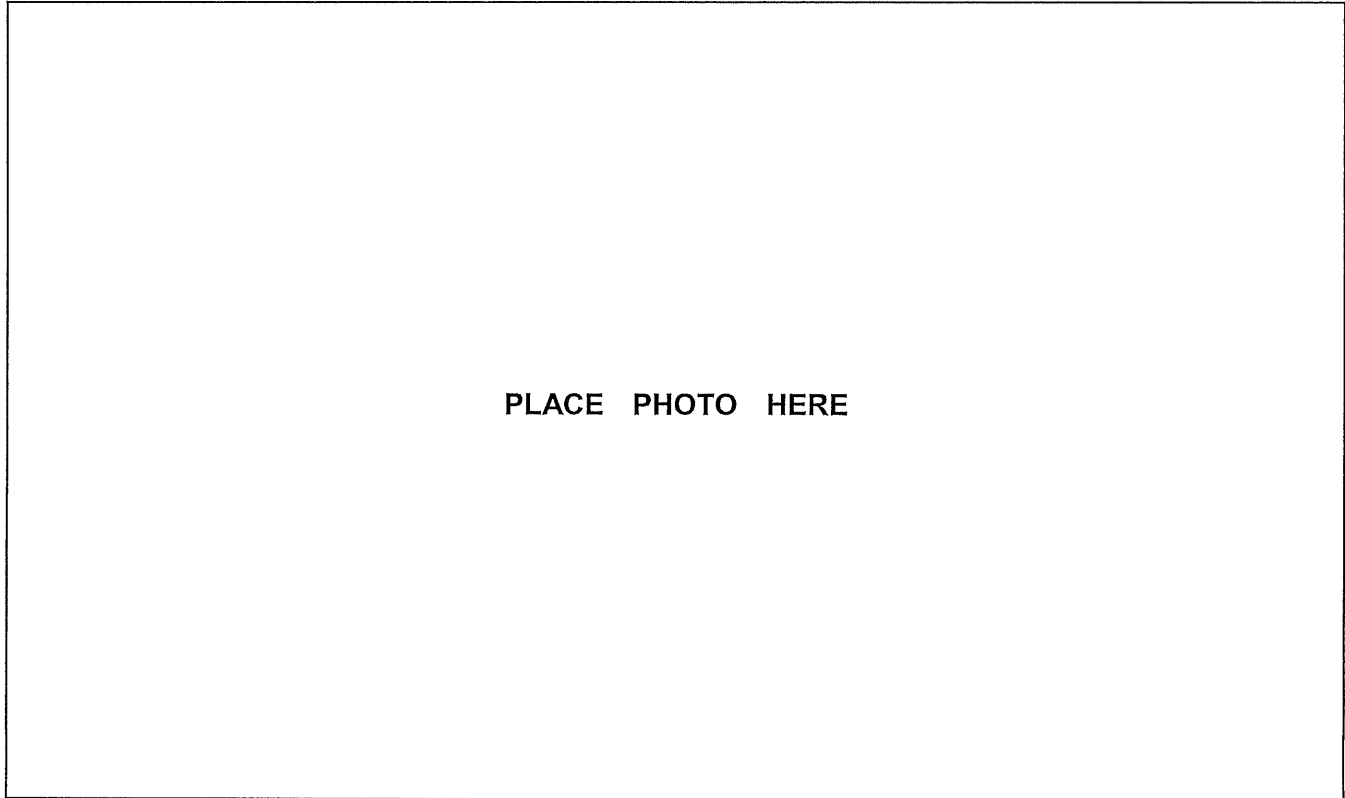


Photo date: _____ Photo is before demolition Photo is after demolition

North side West side Living room Hall Bathroom Carport/garage Utility room
 South side East side Dining room Kitchen Bedroom Other: _____

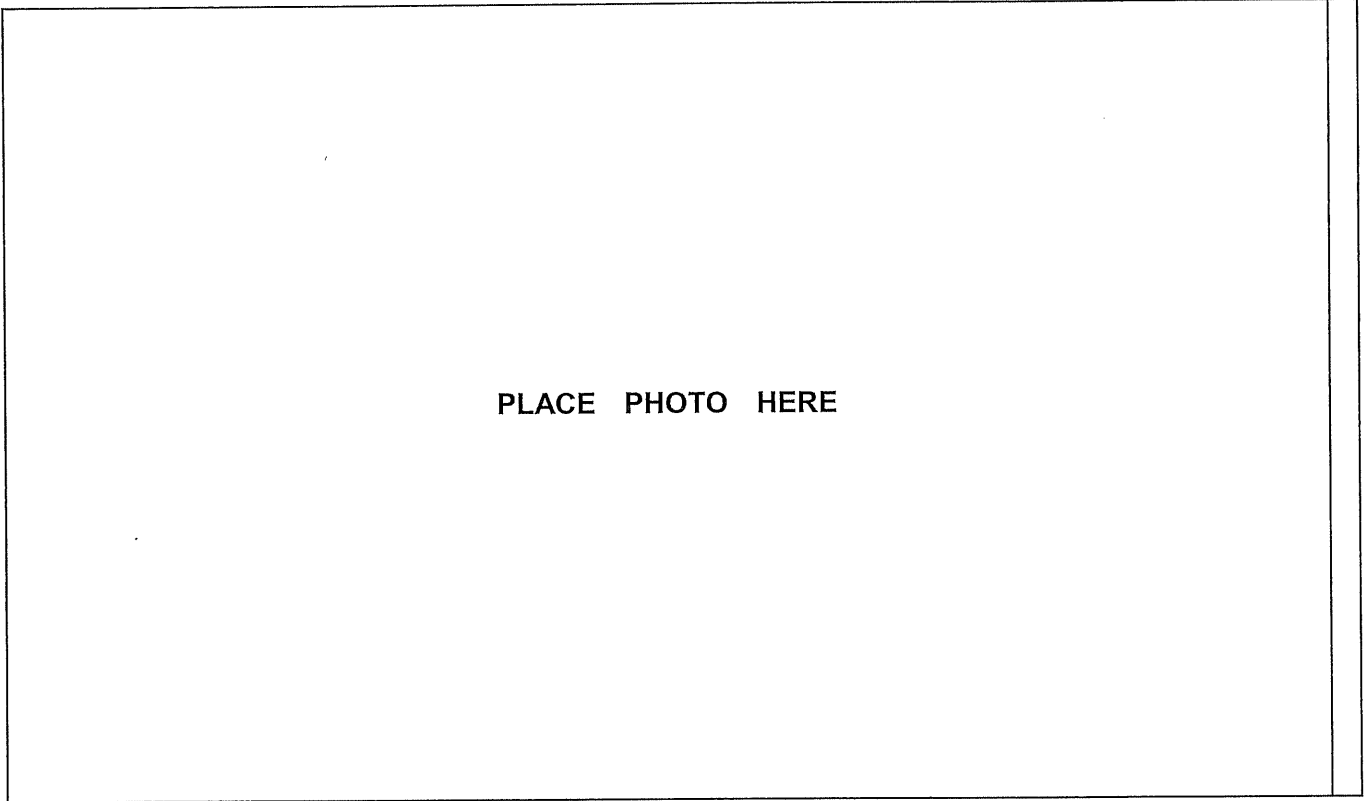


Photo date: _____ Photo is before demolition Photo is after demolition

North side West side Living room Hall Bathroom Carport/garage Utility room
 South side East side Dining room Kitchen Bedroom Other: _____

EXHIBIT D

**PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH
AND DISPOSE OF A STRUCTURE
FOR PROPERTIES WITHOUT MORTGAGES OR LIENS**

I, THE UNDERSIGNED, warrant to the DEPARTMENT of ECONOMIC SUSTAINABILITY (DES) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	
PROPERTY ADDRESS:	
PROPERTY CONTROL NUMBER:	
PROPERTY OWNER'S NAME:	
PROPERTY OWNER'S ADDRESS:	

I FURTHER WARRANT to DES, that there are no outstanding mortgages or other liens upon the property described above and the improvements thereon located.

I HEREBY AUTHORIZE DES, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgments arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this _____ day of _____, 20_____.

PROPERTY OWNER(S) OR AGENT*:

Name: _____ Signature: _____

Name: _____ Signature: _____

* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Signature: _____

Notary Name: _____

Notary Seal

Notary Public - State of Florida

EXHIBIT E

**PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH
AND DISPOSE OF A STRUCTURE
FOR PROPERTIES WITH MORTGAGES OR LIENS**

I, THE UNDERSIGNED, warrant to the DEPARTMENT of ECONOMIC SUSTAINABILITY(DES) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	
PROPERTY ADDRESS:	
PROPERTY CONTROL NUMBER:	
PROPERTY OWNER'S NAME:	
PROPERTY OWNER'S ADDRESS:	

I FURTHER WARRANT to DES, that there are outstanding mortgages or other liens upon the property described above and the improvements thereon located, that

I ALSO WARRANT to DES that the mortgagees and/or lien holders are _____, and that I have obtained the written consent of each mortgagee and lien holder to demolish the above stated structure, and that I have provided DES each such consent.

I HEREBY AUTHORIZE DES, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgments arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this _____ day of _____, 20_____.

PROPERTY OWNER(S) OR AGENT*:

Name: _____ Signature: _____

Name: _____ Signature: _____

* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Signature: _____
Notary Name: _____

Notary Public - State of Florida

Notary Seal
Return to:
Palm Beach County

Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Prepared by: James Brako
Assistant County Attorney

EXHIBIT F

DECLARATION OF RESTRICTIONS

The undersigned, _____, whose address is _____, (hereinafter referred to as "Property Owner", which term shall include the Property Owner's successors and assigns, in consideration of funding in the amount of _____ (\$_____) expended by the Palm Beach County Board of County Commissioners (the "County") for improvements to the Premises consisting of demolition, does hereby grant to the County the following restrictions against the Premises described herein.

1. The Premises shall mean the real property described as follows:

2. These restrictions against the Premises shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

3. In consideration of the County's expenditure of funds for the demolition of the Premises, the Property Owner hereby covenants and agrees that for a period of five (5) years commencing on or about _____, (the estimated date of completion of demolition) and terminating on _____ (the "Term"):

- (a) The Premises shall remain vacant; or
- (b) The Premises shall be redeveloped with an Eligible Use that serves a National Objective pursuant to HUD regulations, as confirmed by Palm Beach County, for the duration of the Term. The Property Owner shall obtain such written confirmation from the Director of the Palm Beach County Department of Economic Sustainability, at the address below, prior to commencement of construction. The use of the Premises shall be subject to monitoring by the County for the duration of the Term.

4. Should the Property Owner redevelop the Premises, or change the use or planned use, or discontinue use of the Premises (including the beneficiaries of such use) from that for which the improvements were made and in violation of the restrictions contained herein, then the Property Owner shall pay the County an amount equal to the current market value of the Premises, and the improvements thereon, less any portion thereof attributable to the expenditure of non-CDBG/NSP funds for acquisition of and improvements to the Premises. The final determination of the amount of any such payment to the County under this paragraph shall be made by the County.

5. In addition to any remedy set forth herein the County shall have such other remedies as are available at law or equity. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration of Restrictions shall not bar or breach any of the County's rights or remedies on any subsequent default.

Before the County shall pursue any of its rights or remedies under this Declaration of Restrictions, the County shall first give the Property Owner written notice of the default complained of which such notice shall be given to the Agency at their address shown above. The Property Owner shall then have ten (10) working days from the date such notice is given to satisfactorily cure or correct any default as determined by the County in its sole and absolute discretion.

6. This Declaration of Restrictions shall be recorded in the Public Records of Palm Beach County, Florida, and the original provided to the Director of the Department of Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this _____ day of _____, 20_____.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness Name: _____ Witness Signature: _____ X _____
Witness Name: _____ Witness Signature: _____ X _____

By: _____ Signature: _____ X _____
--

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on _____, 20____, by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Signature: _____

Notary Name: _____

Notary Public - State of Florida

(NOTARY SEAL ABOVE)