

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

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<b>Meeting Date:</b>	<b>March 12, 2019</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>	<b>Department of Housing and Economic Sustainability</b>		

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to Receive and File: the following documents:

- A) Amendment 001 to the Agreement (R2018-1589) with Seagull Industries for the Disabled, Inc., under the Community Development Block Grant (CDBG) Program; and
- B) Amendment 002 to the Agreement (R2018-0071) with the City of Riviera Beach, under the CDBG Program; and
- C) Amendment 002 to the Agreement (R2018-0168) with the Village of Palm Springs, under the CDBG Program; and
- D) Amendment 001 to the Agreement (R2018-1579) with the City of South Bay under the CDBG Program; and
- E) Amendment 002 to the Loan Agreement (R2017-1809) with Neighborhood Renaissance, Inc., under the HOME Investment Partnerships (HOME) Program.

**Summary:** Amendment 001 with Seagull Industries for the Disabled, Inc. increased the number of monthly beneficiaries eligible for reimbursement. Amendment 002 with the City of Riviera Beach revised the project completion date and monthly performance benchmarks. Amendment 002 with the Village of Palm Springs revised certain administrative procedures and the monthly performance benchmarks. Amendment 001 with the City of South Bay provided for surplus funds from their Fiscal Year 2017-2018 grant allocation to be rolled over to their Fiscal Year 2018-2019 CDBG allocation. Amendment 002 with Neighborhood Renaissance, Inc. revised the units assisted by the HOME funds. The attached documents have been executed on behalf of the Board of County Commissioners (BCC) by the Director of the Department of Housing and Economic Sustainability in accordance with Agenda Items 5C-5, 3I-3, 3I-3, 5D-1, and 5C-5, as approved by the BCC on July 10, 2018, January 23, 2018, February 6, 2018, July 11, 2017 and July 10, 2018, respectively. In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. **The Federal CDBG funds require no local match and the HOME grant funds are Federal funds which require a local match provided by State SHIP funds.** District 3, 6, 7 and Countywide (JB)

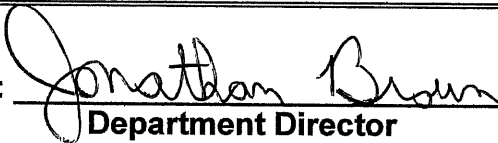
**Background and Justification:** A) On October 1, 2018, the County entered into an Agreement (R2018-1589) with Seagull Industries for the Disabled, Inc., to provide \$29,281 in CDBG funds to provide educational and vocational training to adults with disabilities. Amendment 001 entered into on December 17, 2018, revised the number of monthly beneficiaries eligible for reimbursement from 90 (ninety) to 100 (one hundred). (Countywide)

B) On January 23, 2018, the County entered into an Agreement (R2018-0071) with the City of Riviera Beach, as amended on July 1, 2018, by Amendment 001 (R2018-1193), to provide \$177,587 in CDBG funds for street improvements to Avenue O and connecting streets. Amendment 002 entered into on February 20, 2019, revised the monthly performance benchmarks and extends the project completion date from July 31, 2019 to September 30, 2019. (District 7) **(Continued on Page 3)**

**Attachment(s):**

- 1. Amendment 001 to the Agreement with Seagull Industries for the Disabled, Inc.
- 2. Amendment 002 to the Agreement with the City of Riviera Beach
- 3. Amendment 002 to the Agreement with the Village of Palm Springs
- 4. Amendment 001 to the Agreement with the City of South Bay.
- 5. Amendment 002 to the Agreement with Neighborhood Renaissance, Inc.

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<b>Recommended By:</b>		<u>3/11/19</u>
	<b>Department Director</b>	<b>Date</b>

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<b>Approved By:</b>		<u>3/18/19</u>
	<b>Assistant County Administrator</b>	<b>Date</b>

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes   X   No         
 Does this Item include the use of Federal funds? Yes   X   No       

Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period \_\_\_\_\_

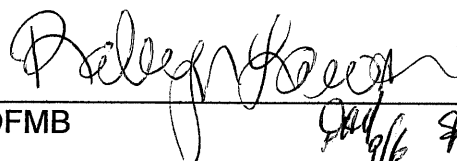
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

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:

 3/6/19  
 OFMB 3/6 3/6

 3/7/19  
 Contract Development and Control 3/7/19

### B. Legal Sufficiency:

 3/7/19  
 Assistant County Attorney

### C. Other Department Review:

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

**Background and Justification:** Continued from Page 1

**C)** On February 6, 2018, the County entered into an Agreement (R2018-0168), with the Village of Palm Springs, as amended on July 20, 2018, by Amendment 001 (R2018-1194), to provide \$114,259 in CDBG funds the installation of playground equipment and related improvements at their Municipal Park Complex. Amendment 002 entered into on February 14, 2019, revised certain administrative procedures including the monthly performance benchmarks. (District 3)

**D)** On October 1, 2018, the County entered into an Agreement (R2018-1579) with the City of South Bay to provide \$28,928 in CDBG funds to pay a portion of the salary for a Code Compliance Officer. Amendment 001 entered into on February 5, 2019, allowed for \$1,536 in surplus CDBG funding from their Fiscal Year 2017-2018 CDBG allocation be added to and made available for the same purpose under the Fiscal Year 2018-2019 Agreement. (District 6)

**E)** On September 25, 2017, the County entered into a Loan Agreement (R2017-1809), with Neighborhood Renaissance, Inc., as amended on May 30, 2018, by Amendment 001 (R2018-1195), to provide a loan of \$532,187 in HOME funds for the construction of four (4) affordable townhomes in the Art Lofts at West Village project in Lake Worth. Amendment 002 entered into on February 20, 2019, revised the specific units assisted by HOME funds. (District 3)

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
SEAGULL INDUSTRIES FOR THE DISABLED, INC.**

Amendment 001 entered into on December 17, 2018, by and between **Palm Beach County** and **Seagull Industries for the Disabled, Inc.**

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2018-1589) with Seagull Industries for the Disabled, Inc. on October 1, 2018, to make available \$29,281 of Community Development Block Grant (CDBG) funds for the provision educational and vocational training to adults with disabilities; and,

**WHEREAS**, the Agreement needs to be revised to correct the number of monthly beneficiaries eligible for reimbursement; and

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

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

**A. INCORPORATION OF RECITALS**

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

**B. EXHIBIT "A" – SECTION 2 (B). THE COUNTY AGREES TO:**

Revise this Section to reflect the number of beneficiaries eligible for reimbursement on a monthly basis: Delete: "ninety (90) developmentally disabled adults" and replace it with "one-hundred (100) developmentally disabled adults".

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

WITNESS our Hands and Seal on the 17 day of December, 2018.

(AGENCY SEAL)

**SEAGULL INDUSTRIES FOR THE DISABLED, INC.**

By: \_\_\_\_\_

Laura Fowler, Board Chair

By: \_\_\_\_\_

Linda Moore, Interim President & CEO

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

**for its BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

Jonathan B. Brown, Director  
Dept. of Housing & Economic Sustainability

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing & Economic Sustainability

By: \_\_\_\_\_

James Brako  
Assistant County Attorney

By: \_\_\_\_\_

Sherry Howard  
Deputy Director

**AMENDMENT 002 TO THE AGREEMENT  
WITH  
CITY OF RIVIERA BEACH**

**Amendment 002** entered into on February 20, 2019 by and between **Palm Beach County** and the **City of Riviera Beach**.

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2018-0071) with the City of Riviera Beach on January 23, 2018, as amended on July 20, 2018, by Amendment 001 (R2018-1193), to provide \$177,587 of Community Development Block Grant (CDBG) funds for water and sewer upgrades, roadway resurfacing and street improvements on 28<sup>th</sup>, 30<sup>th</sup> and 36<sup>th</sup> Streets and Avenue O in Riviera Beach ; and

**WHEREAS**, the Municipality has requested modification of the Agreement to among other things, update the project completion date and corresponding monthly performance requirements; and

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

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

**A. INCORPORATION OF RECITALS**

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

**B. EXHIBIT A and EXHIBIT B: WORK PROGRAM NARRATIVE and MONTHLY PERFORMANCE REPORT**


Delete "Exhibit A" and "Exhibit B" and replace them with "Exhibit A-1" and "Exhibit B-1", which are attached hereto and made a part hereof.

Except as modified by this Amendment 002, and previously by Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

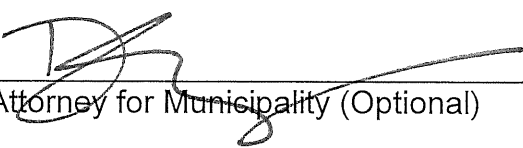
IN WITNESS WHEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)

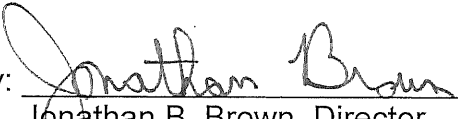
**CITY OF RIVIERA BEACH**

By:   
Thomas Masters, Mayor

By:   
Claudine L. Anthony, City Clerk

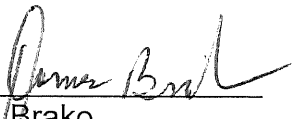
By:   
Attorney for Municipality (Optional)

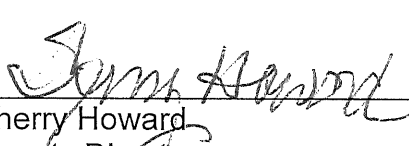
**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
For its BOARD OF COUNTY COMMISSIONERS**

By:   
Jonathan B. Brown, Director  
Dept. of Housing & Economic Sustainability

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing & Economic Sustainability

By:   
James Brako  
Assistant County Attorney

By:   
Sherry Howard  
Deputy Director

“EXHIBIT A - 1”  
WORK PROGRAM NARRATIVE

**1. MUNICIPALITY OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Municipality, using its own resources, shall retain an engineering consultant (a Florida Licensed Professional Engineer) to provide design services to create plans and specifications for the improvements to 28<sup>th</sup>, 30<sup>th</sup> and 36<sup>th</sup> Streets and Avenue O. Additionally, the Municipality and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement be necessary.

Alternatively, the Municipality shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the competency to do so. All costs associated with the above services shall be paid for by the Municipality from sources other than the CDBG funds provided under this agreement.

- B. PROJECT SCOPE:** The scope of the street improvements shall include, but not be limited to, water and sewer upgrades, street improvements and site amenities consistent with these types of improvements.

An itemized opinion of probable cost (containing a schedule of values listed on AIA Form G703 or similar), prepared by the Municipality's Consultant or qualified staff shall be submitted to HES prior to advertising the project for bid.

(1) Should the Municipality use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that the specified brand name is used to establish project and/or product standards only,
- (b) State that “equal” equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

(2) The Municipality shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award.

The Municipality's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Municipality shall submit to HES a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Municipality's first reimbursement, HES shall review the Municipality's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

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

(4) The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County.

(6) The Municipality shall inform HES of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Municipality in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Municipality shall be responsible for all costs of mitigation.

(7) The Municipality shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Municipality shall also acknowledge the County's participation whenever the situation presents itself.

**The Municipality further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with this Agreement's requirements and shall make the final determination of the Municipality's compliance with applicable regulations governing the CDBG funding of this project.**

C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.

D. **DAVIS-BACON AND RELATED ACTS (DBRA):**

The Municipality shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Municipality shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Municipality shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Municipality shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Municipality shall certify, at the time they request a reimbursement from HES that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Municipality staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Municipality shall submit a copy of the reviewed payrolls from the contractor and any subcontractors at the time each reimbursement request is submitted to HES.

The Municipality shall certify, at the time they request final reimbursement from HES that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Municipality staff, and shall certify to HES that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

HES may monitor the Municipality, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.



As part of the County's commitment to assist the Municipality and its contractors/subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the County may establish a Labor Compliance Reporting System ("LCRS") for this project. Upon implementation of the LCRS by the County, the Municipality's contractors and sub-contractors who utilize the LCRS will no longer be required to submit paper copies of weekly certified payrolls and fringe benefits statements, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS will, at no cost, be an online system and shall be available for use 24-hours a day, 7 days a week, for reporting weekly certified payrolls and DBRA compliance related documents.

- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$150,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$150,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$150,000, or less.

- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Municipality shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Municipality shall certify to HES that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Municipality prior to releasing retainage/final payment.

- G. **MONTHLY PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be September 30, 2019.

Advertise, Accept Bids and Award Contract by:	February 6, 2019
Start Construction by:	March 1, 2019
50% of CDBG Funds Expended by:	June 1, 2019
100% of CDBG Funds Expended by:	July 1, 2019
Submit Final Reimbursement no later than:	July 15, 2019
Complete Construction by:	September 30, 2019

**NOTE: 100% of these CDBG funds awarded must be expended by July 1, 2019 and all necessary reimbursement documentation to meet this expenditure requirement must be submitted to HES, no later than July 15, 2019.**

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Municipality shall request, in writing, that the dates used as performance requirement listed above be revised/amended. The County Administrator, or his/her designee may, at their sole discretion, revise/amend the performance dates via written notification to the Municipality. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

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

- H. **REPORTS:** The Municipality shall submit to HES a detailed Monthly Performance Report in the form provided as Exhibit "B-1" to this Agreement, or other form as may be required by HES. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by HES to assess the Municipality's progress in implementing the project.
- I. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Municipality shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
    - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
    - b. The requirements of paragraph (2) of this section are met.
  - (2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
  - (3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration or early termination of this Agreement.**

- J. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at HES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

**Section 3 Clause**

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. **ENVIRONMENTAL CONDITIONS:** The County has performed an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Municipality must consider in the design and implementation of the project. The Municipality acknowledges receipt of the letter dated November 13, 2017, detailing the results of the ER. Where applicable, the Municipality shall submit to HES a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. The Municipality shall comply with all requirements established by the County emanating from the completion of the ER.

The installation of improvements contained in this Agreement shall not begin until the results of the ER have been conveyed to the Municipality and the County has received a Release of Funds from HUD.

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

## **2. COUNTY OBLIGATIONS:**

- A.** Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$177,587. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are available to complete the project.
- B.** County shall not provide any funding for the construction work until the Municipality provides documentation showing that Municipality's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C.** Provide technical assistance to the Municipality when requested.
- D.** Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by HES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HES on program activities.
- E.** Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
  - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

**“EXHIBIT B - 1”**  
**PALM BEACH COUNTY HOUSING & ECONOMIC SUSTAINABILITY**  
**MONTHLY PERFORMANCE REPORT**

<b>Report For:</b>	Month: _____ Year: _____		
<b>Municipality Name:</b>	CITY OF RIVIERA BEACH		
<b>Project Name:</b>	Street Improvements to 28 <sup>th</sup> , 30 <sup>th</sup> & 36 <sup>th</sup> Streets & Avenue O		
<b>Report Prepared By:</b>	<div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; width: 100%;"><div style="width: 45%;"></div><div style="width: 45%;"></div></div> <div style="display: flex; justify-content: space-between; width: 100%;"><div style="width: 45%;">Name</div><div style="width: 30%;">Signature</div><div style="width: 25%;">Date</div></div>		

**BUDGETING AND EXPENDITURES**

**Funds To Be Expended by June 1, 2019:** CDBG Funds: \$ \_\_\_\_\_ Other Funds: \$ \_\_\_\_\_

**Funds To Be Expended by July 1, 2019:** CDBG Funds: \$ \_\_\_\_\_ Other Funds: \$ \_\_\_\_\_

**Amounts Expended to Date:**

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 177,587.00	\$	%
Other Funds:	\$	\$	%
Other Funds:	\$	\$	%
TOTAL:	\$`	\$	%

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**PROJECT ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that the City of Riviera Beach has met all of its Monthly Performance Requirements (Exhibit “A-1”, Paragraph G) referenced in the Agreement during this reporting period.

\_\_\_\_\_  
**Name & Title of Certifying Representative**

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

**AMENDMENT 002 TO THE AGREEMENT  
WITH  
VILLAGE OF PALM SPRINGS**

**Amendment 002** entered into on FEBRUARY 14, 2019 by and between **Palm Beach County** and the **Village of Palm Springs**.

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2018-0168) with the Village of Palm Springs on February 6, 2018, as amended by Amendment 001 (R2018-1194) on June 20, 2018, to provide \$114,259 of Community Development Block Grant (CDBG) funds for the installation of a shade shelter, exercise equipment and related improvements at the Municipal Park Complex at 226 Cypress Lane in Palm Springs; and

**WHEREAS**, the Municipality has requested the Agreement be modified to allow for grant administration procedures to be consistent with their FY 2018/2019 CDBG Agreement and to revise the Monthly Performance Requirements; and

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

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

**A. INCORPORATION OF RECITALS**

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

**B. EXHIBIT A – WORK PROGRAM NARRATIVE**

Delete “EXHIBIT A” and replace it with “EXHIBIT A-1”.

**C. EXHIBIT B – MONTHLY PERFORMANCE REPORT**

Delete “EXHIBIT B” and replace it with “EXHIBIT B-1”.

Except as modified by this Amendment 002, the Agreement, as previously modified by Amendment 001, remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)

**VILLAGE OF PALM SPRINGS**



By: \_\_\_\_\_

Bev Smith, Mayor

By: \_\_\_\_\_

Kimberly M. Wynn, Village Clerk

By: \_\_\_\_\_

Attorney for Municipality (Optional)

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

**For its BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

Jonathan B. Brown, Director  
Dept. of Housing & Economic Sustainability

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing & Economic Sustainability

By: \_\_\_\_\_

James Brako  
Assistant County Attorney

By: \_\_\_\_\_

Sherry Howard  
Deputy Director

Z:\CDBG\FY 2017-18\PalmSprings\_MunicipalComplexPark\Amendment 002.docx

**“EXHIBIT A - 1”**  
**WORK PROGRAM NARRATIVE**

**1. MUNICIPALITY OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Municipality, using its own resources, shall retain an engineering consultant (a Florida Licensed Professional Engineer) to provide design services to create plans and specifications for the improvements to their Municipal Park Complex. Additionally, the Municipality and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement be necessary.

Alternatively, the Municipality shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the competency to do so. All costs associated with the above services shall be paid for by the Municipality from sources other than the CDBG funds provided under this agreement.

- B. PROJECT SCOPE:** The scope of the park improvements shall consist of, but not be limited to, the purchase and installation of a shade shelter and exercise equipment, related site work, parking improvements and site amenities consistent with these types of improvements.

An itemized opinion of probable cost (containing a schedule of values listed on AIA Form G703 or similar), prepared by the Municipality's Consultant or qualified staff shall be submitted to HES.

(1) Should the Municipality use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that the specified brand name is used to establish project and/or product standards only,
- (b) State that “equal” equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

(2) The Municipality shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award.

The Municipality's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Municipality shall submit to HES a copy of the bid document package including any addendums, verification through SAM (<https://www.sam.gov/>) that the contractor has not been debarred from participating in federally funded projects, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Municipality's first reimbursement, HES shall review the Municipality's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

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



(4) The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County.

(6) The Municipality shall inform HES of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Municipality in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Municipality shall be responsible for all costs of mitigation.

(7) The Municipality shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Municipality shall also acknowledge the County's participation whenever the situation presents itself.

**The Municipality further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with this Agreement's requirements and shall make the final determination of the Municipality's compliance with applicable regulations governing the CDBG funding of this project.**

C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.

D. **DAVIS-BACON AND RELATED ACTS (DBRA):**

The Municipality shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Municipality shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Municipality shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Municipality shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Municipality shall certify, at the time they request a reimbursement from HES that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Municipality staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Municipality shall submit a copy of the reviewed payrolls from the contractor and any subcontractors at the time each reimbursement request is submitted to HES.

The Municipality shall certify, at the time they request final reimbursement from HES that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Municipality staff, and shall certify to HES that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

HES may monitor the Municipality, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

As part of the County's commitment to assist the Municipality and its contractors/subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the County may establish a Labor Compliance Reporting System ("LCRS") for this project. Upon implementation of the LCRS by the County, the Municipality's contractors and sub-contractors will no longer be required to submit paper copies of fringe benefits statements, weekly certified payroll reports and/or work performed reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS will be an online system and shall be available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents.

- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$150,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$150,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$150,000, or less.

- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Municipality shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Municipality shall certify to HES that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Municipality prior to releasing retainage/final payment.

- G. **MONTHLY PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be June 30, 2019.

Advertise, Accept Bids and Award Contract by:	December 2018
Start Construction by:	January 2019
50% of Funds Expended by:	March 2019
Complete Construction by:	May 2019
100% of Funds Expended by:	May 2019
Submit Final Reimbursement no later than:	June 2019

**NOTE: 100% of these CDBG funds awarded must be expended by May 31, 2019 and all necessary reimbursement documentation to meet this expenditure requirement must be submitted to HES, no later than June 30, 2019.**

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Municipality shall request, in writing, that the dates used as performance requirement listed above be revised/amended. The County Administrator, or his/her designee may, at their sole discretion, revise/amend the performance dates via written notification to the Municipality. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

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

- H. **REPORTS:** The Municipality shall submit to HES a detailed Monthly Performance Report in the form provided as Exhibit "B-1" to this Agreement, or other form as may be required by HES. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by HES to assess the Municipality's progress in implementing the project.
- I. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Municipality shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
    - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
    - b. The requirements of paragraph (2) of this section are met.
  - (2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
  - (3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration or early termination of this Agreement.**

- J. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at HES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

### Section 3 Clause

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. **ENVIRONMENTAL CONDITIONS:** The County has performed an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Municipality must consider in the design and implementation of the project. The Municipality acknowledges receipt of the letter dated December 20, 2017, detailing the results of the ER. Where applicable, the Municipality shall submit to HES a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. The Municipality shall comply with all requirements established by the County emulating from the completion of the ER.

The installation of improvements contained in this Agreement shall not begin until the results of the ER have been conveyed to the Municipality and the County has received a Release of Funds from HUD.

ER costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform HES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to HES approval, shall be incorporated in order to proceed with the project.

The Municipality acknowledges that such mitigation measures may affect the total project cost and that Municipality may be responsible for implementation of corrective actions and the costs associated therewith.

**2. COUNTY OBLIGATIONS:**

- A.** Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$114,259. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are available to complete the project.
- B.** County shall not provide any funding for the consulting and/or construction work until the Municipality provides documentation showing that Municipality's procurement of the consulting and/or construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C.** When requested, provide certain regulatory documents required for inclusion into the bid documents in addition to technical assistance to the Municipality.
- D.** Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by HES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HES on program activities.
- E.** Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
  - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

**“EXHIBIT B - 1”**  
**PALM BEACH COUNTY HOUSING & ECONOMIC SUSTAINABILITY**  
**MONTHLY PERFORMANCE REPORT**

<b>Report For:</b>	Month: _____ Year: _____		
<b>Municipality Name:</b>	Village of Palm Springs		
<b>Project Name:</b>	Municipal Park Complex		
<b>Report Prepared By:</b>	_____ Name Signature Date		

**BUDGETING AND EXPENDITURES**

**Funds To Be Expended by March 31, 2019:** CDBG Funds: \$\_\_\_\_\_ Other Funds: \$\_\_\_\_\_

**Funds To Be Expended by June 30, 2019:** CDBG Funds: \$\_\_\_\_\_ Other Funds: \$\_\_\_\_\_

**Amounts Expended to Date:**

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 114,259	\$	%
Other Funds:	\$	\$	%
Other Funds:	\$	\$	%
TOTAL:	\$	\$	%

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

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

**PROJECT ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that the Village of Palm Springs has met all of its Monthly Performance Requirements (Exhibit “A-1”, Paragraph G) referenced in the Agreement during this reporting period.

\_\_\_\_\_  
Name & Title of Certifying Representative

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

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
CITY OF SOUTH BAY**

**Amendment 001** entered into on FEBRUARY 5, 2019, by and between **Palm Beach County** (County), and the **City of South Bay** (Municipality).

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2018-1579) with the City of South Bay on October 1, 2018, to make available \$28,928 of Community Development Block Grant (CDBG) funds to pay for a portion of the salary for a Code Compliance Officer; and

**WHEREAS**, Palm Beach County entered into an Agreement (R2017-1686) with the City of South Bay on November 7, 2017, to make available \$38,198 of Community Development Block Grant (CDBG) funds to pay for a portion of the salary for a Code Compliance Officer; and

**WHEREAS**, Agreement (R2017-1686) has now expired leaving \$1,536 in CDBG funds unexpended and unencumbered; and

**WHEREAS**, these \$1,536 in CDBG funds are now available to be encumbered under another agreement; and

**WHEREAS**, the City of South Bay has requested that these \$1,536 in CDBG funds remaining from their FY2017/2018 Agreement (R2017-1686), be rolled over to the FY 2018/2019 Agreement to be utilized for the same purpose; and

**WHEREAS**, both parties desire to amend the FY 2018/2019 Agreement in accordance with the terms and conditions set forth herein.

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

**A. INCORPORATION OF RECITALS**

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

**B. SECTION 6: MAXIMUM COMPENSATION**

Increase the amount by \$1,536 by deleting the current amount of \$28,928 (Twenty Eight Thousand Nine Hundred Twenty-Eight) and replacing it with \$30,464 (Thirty Thousand Four Hundred Sixty-Four).

**C. EXHIBIT "A": WORK PROGRAM NARRATIVE: SECTION 1. E (1) – PERFORMANCE BENCHMARKS**

Delete the Municipality's required reimbursement amount by July 10, 2019, of "\$22,446" and replace it with "\$22,848".

**D. EXHIBIT "A": WORK PROGRAM NARRATIVE: SECTION 2: COUNTY RESPONSIBILITIES**

Revise the amount eligible for reimbursement by deleting "\$28,928" and replacing it with "\$30,464".

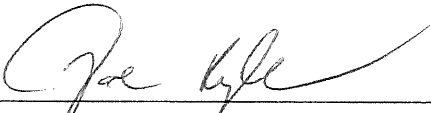
**E. EXHIBIT "E":**

Delete "Exhibit E" and replace it with Exhibit E-1", attached hereto and incorporated into the Agreement by reference.

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

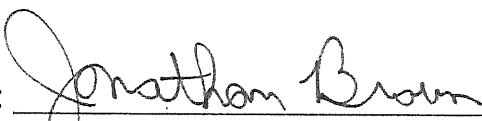
(MUNICIPAL SEAL)

**THE CITY OF SOUTH BAY**

By:   
Joe Kyles, Sr., Mayor

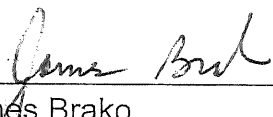
By:   
Leondrae Camel, City Manager

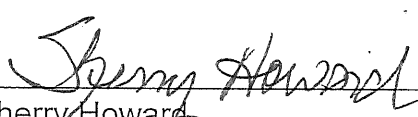
**PALM BEACH COUNTY, FLORIDA,  
a Political Subdivision of the State of Florida  
for its BOARD OF COUNTY COMMISSIONERS**

By:   
Jonathan B. Brown, Director  
Dept. of Housing & Economic Sustainability

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing & Economic Sustainability

By:   
James Brako  
Assistant County Attorney

By:   
Sherry Howard  
Deputy Director



# EXHIBIT E - 1

ORGANIZATION: City of South Bay						CONTACT NAME: Napoleon T. Collins									
PROGRAM: Code Enforcement						TITLE: Economic and Business Development Director									
FY 2018-2019 PALM BEACH COUNTY CDBG						PHONE: 561-996-6751									
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Fundraising Events)	% Alloc to Program	Other Funding (Other Grants)	Total
SALARY	\$0	\$34,170		\$30,464	100	\$0		\$0		\$0				\$3,706	\$34,170
FICA	\$0	\$2,500		\$0		\$0		\$0		\$0				\$2,500	\$2,500
RETIREMENT	\$0	\$1,675		\$0		\$0		\$0		\$0		\$0		\$1,675	\$1,675
HEALTH INS.	\$0	\$8,490		\$0		\$0		\$0		\$0		\$0		\$8,490	\$8,490
Worker's Comp	\$0	\$500		\$0		\$0		\$0		\$0		\$0		\$500	\$500
Code Compliance O	1	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	1	\$47,335		\$30,464		\$0		\$0		\$0		\$0		\$16,871	\$47,335
Fringe Benefits:															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Sub-Total Personnel				\$30,464		\$0		\$0		\$0		\$0		\$16,871	\$47,335
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Gas and Lube				\$0		\$0		\$0		\$0		\$0		\$1,100	\$1,100
Tires				\$0		\$0		\$0		\$0		\$0		\$1,150	\$1,150
2 Insurance				\$0		\$0		\$0		\$0		\$0		\$555	\$555
3 Supplies				\$0		\$0		\$0		\$0		\$0		\$1,000	\$1,000
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0		\$2,000	\$2,000
5 Automotive (2)				\$0		\$0		\$0		\$0		\$0		\$10,800	\$10,800
Subtotal Operating Costs				\$0		\$0		\$0		\$0		\$0		\$16,605	\$16,605
C. ADMINISTRATIVE COSTS															
						\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$30,464		\$0		\$0		\$0		\$0		\$33,476	\$63,940

**AMENDMENT 002 TO THE LOAN AGREEMENT**  
**WITH**  
**NEIGHBORHOOD RENAISSANCE, INC.**

Amendment 002 to the Loan Agreement is made and entered into on February 20, 2019, by and between **Palm Beach County** ("County") and **Neighborhood Renaissance, Inc.** ("Borrower").

**W I T N E S S E T H:**

**WHEREAS**, County entered into a Loan Agreement (R2017-1809) with Borrower on September 25, 2017, as amended by Amendment 001 (R2018-1195) on May 30, 2018, to provide \$532,187 of HOME Investment Partnerships Program (HOME) funds for the purposes of constructing eight (8) townhomes to be known as Art Lofts at West Village; and

**WHEREAS**, the County and Borrower have agreed to modify the Loan Agreement.

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

**A. FOREGOING RECITALS AND TERMS**

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

**B. SECTION 2: OVERVIEW OF THE PROJECT**

Delete the first and second sentences of the second paragraph of Section 2 and replace them with the following:

The Borrower shall use a portion of the First Mortgage proceeds plus this Loan to construct the HOME Assisted Units which are affected by the requirements of this Agreement. The HOME Assisted Units consisting of four (4) townhomes are identified as Lot B, Lot F, Lot G and Lot H on the site plan shown in Exhibit J-2 attached hereto and incorporated herein by reference. The Borrower shall use the other portion of the First Mortgage proceeds plus the proceeds from the CRA Mortgage to construct the other four (4) townhomes identified as the Non-HOME Assisted Units as identified on the site plan shown in Exhibit J-2.

Except as modified by this Amendment 002, the Loan Agreement, as amended by Amendment 001, remains unmodified and in full force and effect and County and Borrower hereby ratify, confirm, and adopt the Agreement as amended hereby.

This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Borrower and the County have caused this Amendment 002 to be executed on the date first above written.

Signed, sealed and delivered  
in the presence of:

Witnesses:

**NEIGHBORHOOD RENAISSANCE, INC.,  
a Florida corporation not-for-profit**

[Signature]  
Witness Signature

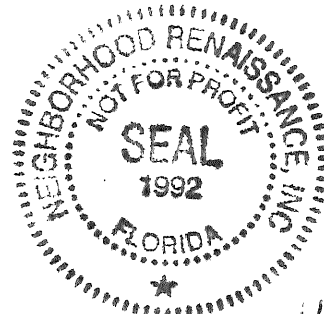
By: [Signature]  
Terri Murray, Executive Director

Michael Pecar  
Print Witness Name

(SEAL)  
Corporation not-for-profit

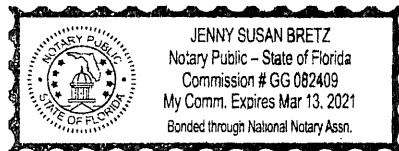
[Signature]  
Witness Signature

Carlos L. Toledo  
Print Witness Name



**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 11 day of, February, 2019, by Terri Murray, as Executive Director of Neighborhood Renaissance, Inc., who is personally known to me, or who has produced Florida Driver license as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: Jenny S. Bretz

Notary Name: Jenny Susan Bretz  
Notary Public - State of Florida

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
FOR ITS BOARD OF COUNTY COMMISSIONERS**

By: [Signature]  
Jonathan B. Brown, Director  
Dept. of Housing & Economic Sustainability

Approved as to Form and  
Legal Sufficiency

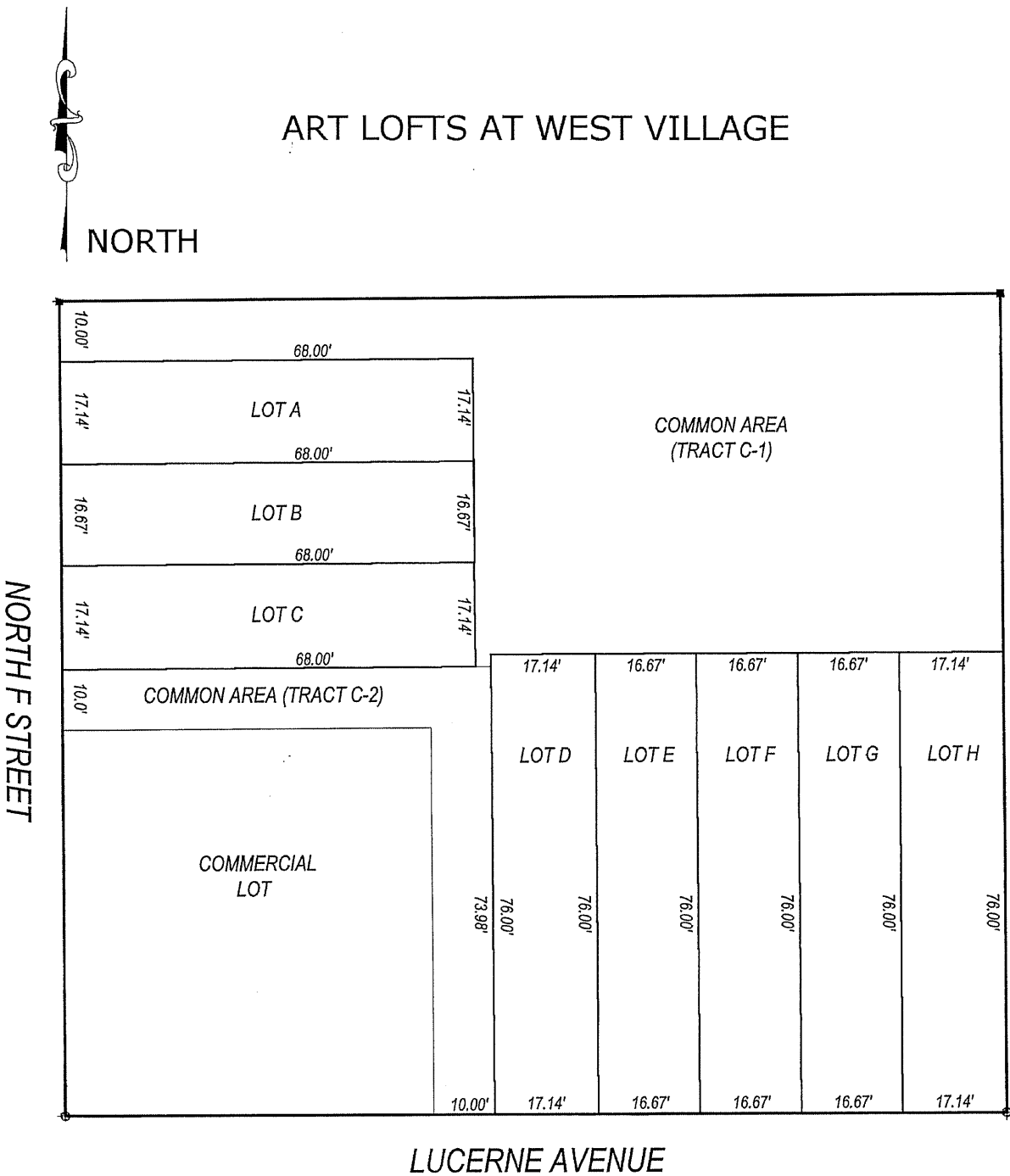
Approved as to Terms and Conditions  
Dept. of Housing and Economic Sustainability

By: [Signature]  
James Brako  
Assistant County Attorney

By: [Signature]  
Sherry Howard  
Deputy Director

EXHIBIT J-2

SITE PLAN



HOME ASSISTED UNITS

- LOT B
- LOT F
- LOT G
- LOT H

NON-HOME ASSISTED UNITS

- LOT A
- LOT C
- LOT D
- LOT E