



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>					

# 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    

Budget Account No.:

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

No Fiscal Impact

**C. Departmental Fiscal Review:**

  
 Shairette Major, Fiscal Manager II

**III. REVIEW COMMENTS**

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

 2/12/2020  
 OFMB  
 2/14/2020  
 Contract Development and Control  
 2/13/2020 FW

**B. Legal Sufficiency:**

 2/18/20  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**Amendment 001**, effective as of October 1, 2019, by and between **Palm Beach County** (County), and the **City of Belle Glade** (Municipality).

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2019-1531) with the City of Belle Glade on October 1, 2019, to make available \$147,060 of Community Development Block Grant (CDBG) funds to cover all or a portion of the salary and benefits for three Code Enforcement Officers; and

**WHEREAS**, the Municipality has requested that **\$11,495** of surplus funding remaining from a previous Agreement (R2017-1687) be allocated to the FY 2019/2020 Agreement; and

**WHEREAS**, the Municipality has also requested the 2019/2020 CDBG funds allocated for staff salaries and benefits be utilized to cover certain fringe benefits, vehicle leases and computer related items not itemized in the 2019/2020 Agreement; and

**WHEREAS**, both parties desire to amend the FY 2019/2020 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**

Replace "\$147,060" with "\$ **158,555**"

**C. EXHIBIT A**

Delete "EXHIBIT A" and replace it with the attached "EXHIBIT A-1"

**D. EXHIBIT E – BUDGET**

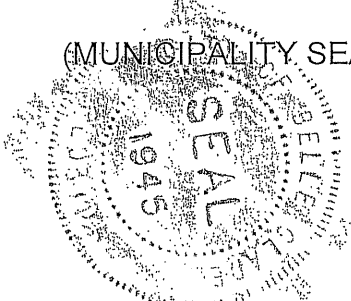
Delete "EXHIBIT E" and replace it with the attached "EXHIBIT E-1"

**E. EXHIBIT F – PALM BEACH COUNTY MONTHLY MILAGE REPORT**


Add the attached "EXHIBIT F".

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


(MUNICIPALITY SEAL)



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
GLEN J. TORCIVIA

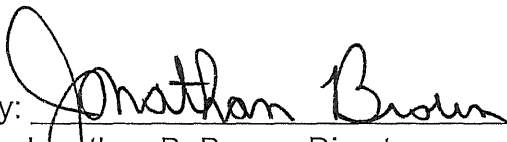
**CITY OF BELLE GLADE**

By:   
Steve B. Wilson, Mayor

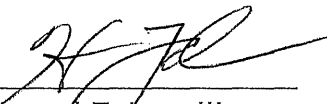
By:   
Lomax Harrell, City Manager

**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

By:   
Howard Falcon III  
Chief Assistant County Attorney

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

By:   
Sherry Howard  
Deputy Director

## EXHIBIT "A-1"

### WORK PROGRAM NARRATIVE

#### 1. THE MUNICIPALITY AGREES TO:

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities within the boundaries of the Municipality's designated code enforcement target area. Code enforcement must primarily focus on health and safety of buildings/structures and not just on nuisance issues (overgrown lots, junk cars, etc.) and it must be undertaken in the target area with other public and private activities to arrest the area's deterioration and improve conditions. CDBG funds must be used in conjunction with other funding to undertake the activity.

Specifically, CDBG funds will be used to pay all or a portion of the salary and benefits for three (3) Code Compliance Officers (hereinafter referred to as "Officers"), plus vehicle lease payments and computer related expenses to carry out code enforcement activities in the target area described below. Expenses eligible for reimbursement are contained herein and in Exhibit E-1. Their specific duties shall include, among other things:"

- Researching and maintaining updated applicable building codes;
- Advising citizens and building professionals of zoning and land-use requirements;
- Performing on-site inspection of buildings and properties to ensure compliance with all applicable codes;
- Performing on-site inspections of businesses to ensure that proper licensing is in place;
- Responding to complaints regarding code violations; and
- Taking action, including citations, to ensure code compliance when violations are identified.

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

The Municipality acknowledges the following:

- The leases currently in place are for three (3) 2019 Dodge Charger SXT 4D Sedans at a monthly lease rate of \$295.
- Leases are projected to contain an adequate mileage allowance therein to cover mileage used during the lease period. The Municipality is responsible for all mileage fees in excess of the lease terms and all costs associated with lease termination.
- Municipality has sent lease renewal and/or award information to HES along with a copy of the executed lease for each vehicle.
- Municipality shall be responsible for all costs associated with the operation and maintenance of the vehicles during the term of the lease.
- Municipality, as part of its Auto Liability policy, shall maintain Auto Physical Damage coverage for the duration of all leases contained herein.

- B. **DETERMINATION OF TARGET AREA and IDENTIFICATION of DETERIORATED CONDITIONS:** The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of Belle Glade must delineate the boundaries of the target area and document the existing deteriorated conditions. The City must maintain this documentation on file. Also, the City will submit, upon request, to HES, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the target area.



- C. **CODE COMPLIANCE OFFICERS:** As indicated above, the Municipality shall employ Officers in connection with this Agreement. The Officers must be able to carry out the tasks described within this Agreement, and be able to demonstrate the qualifications that enable them to do so. The Officers shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to HES, the Municipality shall submit the following documents:

- Documentation documenting that the positions of the Officers (if such positions were filled as new positions as a result of this Agreement) was competitively solicited prior to an Officers appointment to the position, and documenting that the opening for these positions were advertised in a public forum in order to elicit applications from all prospective applicants.
- Documentation showing the annual or hourly salary paid for the positions of the Officers.
- Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individuals are entitled).
- List of all paid holidays.

- D. **REPORTS:** The Municipality shall maintain and submit to HES the following reports:

(1) A **Daily Activity Record** attached hereto as Exhibit "C", shall be submitted to HES by the 10<sup>th</sup> day of each month, and shall document the actual number and description of the code enforcement activities performed within the City of Belle Glade CDBG Target Area. The CDBG Target Area is defined as all lands within the legal boundaries of the Municipality.

(2) A **Detailed Monthly Narrative Report** attached hereto as Exhibit "D", shall be submitted to HES by the 10<sup>th</sup> day of each month, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

Section B.2 of the **Detailed Monthly Narrative Report**, shall detail all program income received by the Municipality that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504 and as described herein.

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

- E. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for items listed under the CDBG Budget, attached hereto to as Exhibit "E-1". The Municipality attests to the accurate completion of Exhibit "E-1", especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and shall promptly inform and obtain approval by the County of any changes to this budget.

Further budget changes within the designated contract amount can be approved in writing by the HES Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for

changes must be made in writing by the Municipality and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

F. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:

- (1) Expend, and request reimbursement from the County, of at least 75% (\$118,916) of the funding allocation no later than **July 10, 2020**; and
- (2) Expend the remainder of the funding allocation by **September 30, 2020**.

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

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

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

G. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 10<sup>th</sup> day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice and cover sheet, attached hereto as Exhibit "B", which shall be signed by a person authorized by the Municipality to submit invoices.

Additionally, a Daily Activity Record, attached hereto as Exhibit "C", shall be submitted with each request for reimbursement. It shall include all required supporting documentation, including:

- A copy of the daily time sheets which account for all time worked by the Officers. The time sheets must also demonstrate the specific tasks undertaken by the Officers on such properties and the time taken to complete each task.
- Copies of the payrolls and paychecks to the Officers corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Municipality has paid any employer contributions due (e.g., contribution to FICA health insurance, retirement, etc.).
- Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.
- Copies of invoices and any relevant documentation requested by the County related to the vehicle leases and computer related expenses.

H. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County.

**2. COUNTY RESPONSIBILITIES:**

- A. Reimburse the Municipality an amount not to exceed **\$158,555** for the salary, benefits and other related expenses of the Code Enforcement Program as delineated in the budget below:

Code Compliance Officer #1	
Regular Salary	\$ 39,977
Code Compliance Officer #2	
Regular Salary	\$ 36,309
Code Compliance Officer #3	
Regular Salary	\$ 32,809
FICA	\$ 8,614
Retirement	\$ 5,630
Health Insurance	\$ 12,221
Workman's Comp	\$ 8,000
Overtime	\$ 3,500
Vehicle Leases	\$ 9,735
Internet Access/i-Pads	\$ 1,760
<u>TOTAL</u>	<u>\$158,555</u>

**NOTE:** The amounts within the above budget lines are estimates only. The exact amounts requested for reimbursement may vary provided that the total amount paid to the Municipality does not exceed **\$158,555**.

- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HES on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.





**EXHIBIT "F"**

**PALM BEACH COUNTY MONTHLY MILEAGE REPORT**

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
CITY OF PAHOKEE**

**Amendment 001**, effective as of October 1, 2019, by and between **Palm Beach County** (County), and the **City of Pahokee** (Municipality).

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2019-1532) with the City of Pahokee on October 1, 2019, to make available \$39,897 of Community Development Block Grant (CDBG) funds to cover all or a portion of the salary and benefits for a Code Compliance Clerk III; and

**WHEREAS**, the Municipality has hired a Code Enforcement Officer to enhance their code enforcement efforts; and

**WHEREAS**, the Municipality has requested that the 2019/2020 CDBG funds allocated in the Agreement be utilized to cover all or a portion of the salary and benefits for a Code Enforcement Officer; and

**WHEREAS**, both parties desire to amend the FY 2019/2020 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. CODE COMPLIANCE CLERK III (“CLERK”):** All references to the Code Compliance Clerk III (Clerk”), shall mean Code Enforcement Officer (“Officer”).

**C. EXHIBIT A: SECTION 1.B: DETERMINATION OF TARGET AREA and IDENTIFICATION OF DETERIORATED CONDITIONS**

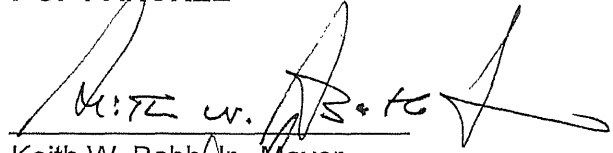
Delete the language in this Section and replace it with the following:

“The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of Pahokee must delineate the boundaries of the target area and document the existing deteriorated conditions. The City must maintain this documentation on file. Also, the City will submit, upon request, to HES, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the target area.”

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

(MUNICIPALITY SEAL)

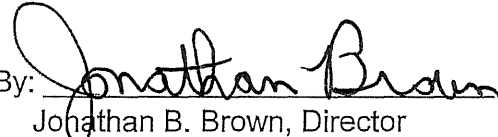
**CITY OF PAHOKEE**

By:   
Keith W. Babb Jr., Mayor

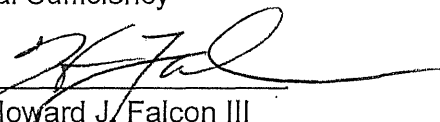
By:   
Chandler F. Williamson, City Manager

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

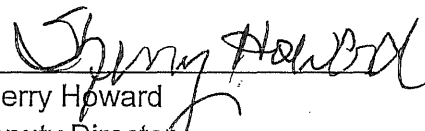
For its **BOARD OF COUNTY COMMISSIONERS**

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

Approved as to Form and  
Legal Sufficiency

By:   
Howard J. Falcon III  
Chief Assistant County Attorney

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

By:   
Sherry Howard  
Deputy Director

**AMENDMENT 002 TO THE AGREEMENT  
WITH  
TOWN OF LANTANA**

Amendment 002, with an effective date of January 31, 2020, by and between **Palm Beach County** and the **Town of Lantana**.

**WITNESSETH:**

WHEREAS, Palm Beach County entered into an Agreement (R2018-1999) with the Subrecipient on October 22, 2018, as amended by Amendment 001 (R2019-1766) on October 1, 2019 to provide \$131,044 in Community Development Block Grant (CDBG) funds for sidewalk improvements along North 7<sup>th</sup> Street, and

WHEREAS, the Subrecipient has requested a time extension for project completion due to the project requiring a second re-bid; and

WHEREAS, both parties desire to modify 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. SECTION 6 - MAXIMUM COMPENSATION**

Replace the project completion date of "April 30, 2020" with "July 31, 2020".

**C. SECTION 7 – TIME OF PERFORMANCE**

Replace the project completion date of "April 30, 2020" with "July 31, 2020".

**D. EXHIBIT A-1 - SECTION 1A: PROFESSIONAL SERVICES**

The parties acknowledge that the proposed construction improvements along North 7<sup>th</sup> Street from Lantana Road to Gator Drive may be revised due to budget limitations to extend along North 7<sup>th</sup> Street from Lantana Road to Pine Place.

**E. EXHIBIT A-1 - SECTION 1G: MONTHLY PERFORMANCE REPORTS**

Delete this Section and replace it with the following:

"The time-frame for completion of the outlined activities shall be July 31, 2020".

Advertise & Award Construction Contract by:	February 2020
Start Construction by:	March 2020
Complete Construction by:	June 2020
Submit Final Reimbursement by:	July 15, 2020

**NOTE: The Town of Lantana must submit all necessary reimbursement documentation to HES no later than July 15, 2020.**

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, Subrecipient and County have caused this Amendment 002 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)

**TOWN OF LANTANA**



By: *Deborah Manzo*  
Deborah Manzo, City Manager

By: *Nicole Dritz*  
Nicole Dritz, Development Services Director

By: \_\_\_\_\_  
Attorney for Municipality  
(Signature Optional)

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

**For its BOARD OF COUNTY COMMISSIONERS**

By: *Jonathan B. Brown*  
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: *Howard J. Falcon III*  
Howard J. Falcon III  
Chief Assistant County Attorney

By: *Sherry Howard*  
Sherry Howard  
Deputy Director



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

**Amendment 002** entered into on February 11, 2020, by and between **Palm Beach County** and the **City of Riviera Beach**

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2018-2001) with the City of Riviera Beach on October 22, 2018, as amended by Amendment 001 (R2019-1768) on October 31, 2019, to provide \$160,890 of Community Development Block Grant (CDBG) funds for street improvements along Avenue M in the City of Riviera Beach; and

**WHEREAS**, due to construction delays, the Subrecipient has requested the County to extend the Agreement and update the monthly performance requirements contained therein; 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. SECTION 6: MAXIMUM COMPENSATION**

Delete "February 28, 2020" and replace it with "June 30, 2020".

**C. SECTION 7: TIME OF PERFORMANCE**

Delete "February 28, 2020" and replace it with "June 30, 2020".

**D. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I.G – MONTHLY PERFORMANCE REQUIREMENTS**

Delete the Monthly Performance Requirements and dates and replace them with the following:

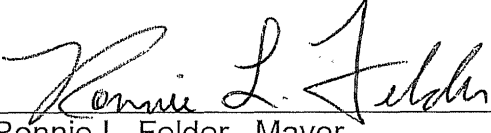
Complete Construction by:	April 2020
Submit Final Reimbursement/Close-out Documentation by:	June 2020


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 Subrecipient 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:   
Ronnie L. Felder, Mayor

By:   
Claudene L. Anthony, CMC, City Clerk

By:   
Attorney for Municipality (Optional)

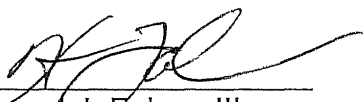
**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

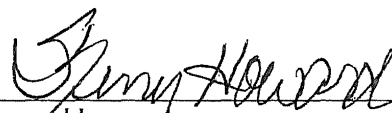
**For its BOARD OF COUNTY COMMISSIONERS**

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

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Housing & Economic Sustainability

By:   
Howard J. Falcon III  
Assistant County Attorney

By:   
Sherry Howard  
Deputy Director