

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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**Meeting Date:** December 07, 2021       Consent       Regular  
    Ordinance       Public Hearing

**Department:** Housing and Economic Development

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:** an Agreement with the Town of Mangonia Park in the amount of \$27,133 for code enforcement services funded under the Fiscal Year 2020/2021 and Fiscal Year 2021/2022 Community Development Block Grant (CDBG) Programs:

**Summary:** The attached document has been executed on behalf of the Board of County Commissioners (BCC) by the Director of the Department of Housing and Economic Development in accordance with Agenda Item 6C-1, as approved by the BCC on July 13, 2021.

The Agreement with the Town of Mangonia Park combines \$12,066 from FY 2020/2021 CDBG funds and \$15,067 in FY 2021/2022 CDBG funds for the total amount of \$27,133 toward the salaries of three (3) part-time Code Enforcement Officers.

In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. **These are Federal CDBG funds which do not require a local match.** District 7 (HJF)

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

**Attachment(s):**  
1 Agreement with the Town of Mangonia Park

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**Recommended By:** Jonathan Braun      11/5/2021  
   Department Director      Date

**Approved By:** Donald M. Miller      11/18/2021  
   Assistant County Administrator      Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	\$27,133				
External Revenues	(\$27,133)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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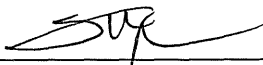
Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
Does this Item include the use of Federal funds? Yes X No \_\_\_\_\_

Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG168CE/GY21  
\$15,067; BG168CE/GY20 \$12,066

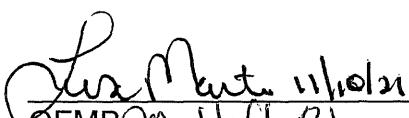
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

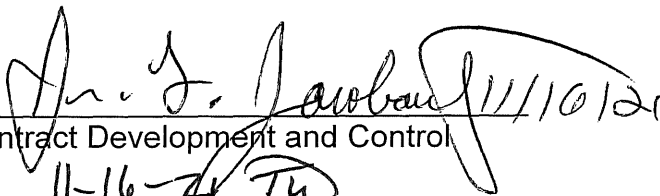
Funding will be provided by the Community Development Block Grant Program

C. Departmental Fiscal Review:   
Shairette Major, Division Director II

## III. REVIEW COMMENTS

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

 11/10/21  
OFMBQA 11-9-21  
(11/10) 11-10-21

 11/10/21  
Contract Development and Control  
11-16-21 TW

### B. Legal Sufficiency:

 11/16/21  
Assistant County Attorney

### C. Other Department Review:

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

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

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE TOWN OF MANGONIA PARK**

**THIS AGREEMENT**, with an effective date of October 1, 2021, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **Town of Mangonia Park**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **1755 East Tiffany Drive, Mangonia Park, FL 33407**.

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

**WHEREAS**, **Palm Beach County** and the **Town of Mangonia Park**, desire to combine CDBG funding from FY2020-2021 in the amount of \$12,066 with CDBG funding for FY2021-2022 in the amount of \$15,067 for the total amount of \$27,133 in funds available to the Town of Mangonia Park, to provide services to Low and Moderate Income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes.

**WHEREAS**, Palm Beach County and the Town of Mangonia Park desire to provide the activities specified in this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the Town of Mangonia Park to implement such undertakings of the CDBG Program.

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

**1. DEFINITIONS**

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

**2. PURPOSE**

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

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

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

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County’s environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DHED, perform the tasks outlined in Exhibit “A” and submit invoices printed on the Municipality’s letterhead using the format in Exhibit “B”, both Exhibits being attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to DHED. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **TWENTY-SEVEN THOUSAND ONE HUNDRED THRITY-THREE DOLLARS (\$27,133)** for the period of **October 1, 2021** through **September 30, 2022**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number **B-21-UC-12-0004**. The effective date shall be **October 1, 2021**, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by **September 30, 2022**.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Municipality for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Municipality or any subcontractor hereunder. The Municipality shall request reimbursements from the County by submitting to DHED proper documentation. Satisfactory proof of payment by the Municipality shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Municipality may furnish copies, if deemed satisfactory and acceptable by DHED.

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

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

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

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

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

(B) **FINANCIAL ACCOUNTABILITY**

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

(C) **SUBCONTRACTS**

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

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as 2 CFR 200.501 through 200.507, which are incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS**

DHED shall have the right under this Agreement to suspend or terminate payments, if after provided written notice, the Municipality does not comply with any additional conditions that may be imposed by DHED, the County or U.S. HUD at any time.

(G) **PRIOR WRITTEN APPROVALS - SUMMARY**

The following, among others, require the prior written approval of the DHED Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) **PROGRAM-GENERATED INCOME**

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to DHED on an annual basis.

Per 2 CFR 200.307(c), levies, fines, and other such revenues generated by code enforcement activities financed under this agreement are **not** program income.

The Municipality may request that program income be used to fund other eligible uses, subject to DHED approval, and provided that the Municipality is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Municipality agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

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

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

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Municipality represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Municipality shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Municipality retaliate against any person for reporting instances of such discrimination. The Municipality shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Municipality understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Municipality shall include this language in its subcontracts.

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

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

**12. PROJECT BENEFICIARIES**

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

**13. EVALUATION AND MONITORING**

The Municipality agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions.

**Due to the regulatory requirements, the performance requirements of this Agreement and as detailed in Exhibit "A" will be closely monitored by DHED. Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

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

**14. AUDITS AND INSPECTIONS**

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



**15. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

**16. REVERSION OF ASSETS**

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

**17. DATA BECOMES COUNTY PROPERTY**

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

**18. INDEMNIFICATION**

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

**19. INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the AGREEMENT, Municipality shall require the Contractor to provide the following minimum insurance:

- **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.
- **Business Automobile Liability:** Municipality shall maintain insurance with minimum limits of \$500,000 combined single limits for property damage and bodily injury per occurrence.
- **Workers' Compensation:** Municipality shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

**20. MAINTENANCE OF EFFORT**

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

**21. CONFLICT OF INTEREST**

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

**22. CITIZEN PARTICIPATION**

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

**23. RECOGNITION**

The Municipality shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Municipality shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Municipality will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

**24. AGREEMENT DOCUMENTS**

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

- (A) This Agreement, including Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;

- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Municipality's Personnel Policies and Job descriptions;
- (K) The Municipality's Articles of Incorporation and Bylaws;
- (L) The Municipality's Certificate of Insurance;
- (M) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

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

**25. REDUCTION IN FUNDING**

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

**26. TERMINATION AND SUSPENSION**

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

**(A) TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

**(B) TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

**(C) TERMINATION DUE TO CESSATION**

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

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended

its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

**27. SEVERABILITY OF PROVISIONS**

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

**28. AMENDMENTS**

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

**29. PROJECT REPRESENTATIVE**

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

**30. INDEPENDENT AGENT AND EMPLOYEES**

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

**31. NO FORFEITURE**

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

**32. PUBLIC ENTITY CRIMES**

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

**33. DRUG - FREE WORKPLACE**

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

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

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General’s authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**35. EXCLUSION OF THIRD PARTY BENEFICIARIES**

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

**36. SOURCE OF FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County’s annual budget and appropriations.

**37. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**38. INCORPORATION BE REFERENCE**

Exhibits attached hereto and referenced herein or in Exhibit “A” shall be deemed to be incorporated into this Agreement by reference.

**39. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Municipality: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Municipality shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Municipality is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Municipality further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Municipality does not transfer the records to the County.
- D. Upon completion of the Agreement the Municipality shall transfer, at no cost to the County, all public records in possession of the Municipality unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Municipality transfers all public records to the County upon completion of the Agreement, the Municipality shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Municipality keeps and maintains public records upon completion of the Agreement, the Municipality shall meet all applicable requirements for retaining public records. All records stored electronically by the Municipality must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

40. **COUNTERPARTS OF THIS AGREEMENT**

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and will constitute one and the same instrument.

41. **ENTIRE UNDERSTANDING**

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

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

(MUNICIPAL SEAL BELOW)

**THE TOWN OF MANGONIA PARK**

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


William H. Albury III, Mayor

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

Ken Metcalf, Town Manager

WITNESS our Hands and Seals on the 1<sup>st</sup> day of November, 2021.

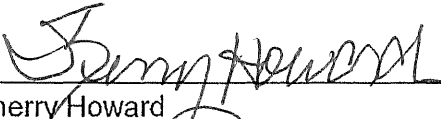
**PALM BEACH COUNTY, FLORIDA,**  
**a Political Subdivision of the State of Florida**  
  
**for its BOARD OF COUNTY COMMISSIONERS**

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

Approved as to Form and  
Legal Sufficiency

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

By: Howard J. Falcon III  
Digitally signed by Howard J. Falcon III  
DN: c=US, o=Enterprise, ou=Enterprise,  
ou=CATT, ou=Users, cn=Howard J. Falcon  
III, email=HJFalcon@bcgov.org  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2021.10.28 10:25:58 -0400  
PDF Reader Version: 10.1.0  
Howard J. Falcon III  
Chief Assistant County Attorney

By:   
Sherry Howard  
Deputy Director

**EXHIBIT "A"**

**WORK PROGRAM NARRATIVE**

**1. THE MUNICIPALITY AGREES TO:**

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to 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 nuisance issues (overgrown lots, junk cars, etc.) and 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.

CDBG funds shall be used to cover a portion of the salary for three (3) Part-time Code Enforcement Officers (hereinafter referred to as "Officers").

- B. **CODE ENFORCEMENT OFFICERS:** As described above, the Municipality shall employ three part-time Officers in connection with this Agreement. The Officers shall be able to carry out the tasks described herein and shall demonstrate the qualifications that enable him/her 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 DHED, the Municipality shall submit the following documents:

- Documentation demonstrating that the positions of the Officers (if such position was filled as a new position as a result of this Agreement) was competitively solicited prior to the Officers' appointment to the position, and demonstrate that the openings for these part-time positions was 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 individual is entitled).
- List of all paid holidays.

C. **DETERMINATION OF TARGET AREA and IDENTIFICATION OF DETERIORATED CONDITIONS**

The code enforcement activity must be concentrated in an area which is largely deteriorated. The boundaries of the target area is delineated in Exhibit F, attached hereto and the Town must document the existing deteriorated conditions. The Town must maintain this documentation on file. Also, the Town will submit, upon request, to DHED, 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 locations and listed capital improvements completed within the target area.

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

(1) **Daily Activity Record**, attached hereto as Exhibit "C", shall be submitted to DHED by the 15<sup>th</sup> day of each month, and shall document the actual number and description of the code enforcement activities performed. These activities shall be performed within the CDBG Target Area which is defined as all land with the legal boundaries of the Municipality.

(2) **Detailed Monthly Narrative Report**, attached hereto as Exhibit "D", shall be submitted to DHED by the 15<sup>th</sup> day of each month, outlining the status of specific activities identified 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.

E. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for a portion of the salary per the CDBG Budget, attached hereto as Exhibit "E".

The budget, contained herein as Exhibit "E", reflects the costs of the salary expenses covered through this Agreement. The total amount reimbursed for salary expenses of the Code Enforcement Officers shall not exceed **\$27,133**.

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% (**\$20,350**) of the funding allocation no later than **July 10, 2022**; and

(2) Expend the remainder of the funding allocation by **September 30, 2022**.

**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 DHED.**

**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 DHED, 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 15<sup>th</sup> day of each month, consecutively numbered invoices to DHED 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 a 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.).
- Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.

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 result in HUD requiring repayment from the County.

**2. COUNTY RESPONSIBILITIES:**

A. Reimburse the Municipality an amount not to exceed **\$27,133** for a portion of the salary of three (3) Part-time Code Enforcement Officers as delineated in Exhibit “E” and budget below:

<b>Code Enforcement Officers (3 Part-time)</b>	
Regular Salary/YR	\$ 60,000
<b>CDBG Allocation (FY20-21)</b>	
Portion of Regular Salary	\$ 12,066
<b>CDBG Allocation (FY21-22)</b>	
Portion of Regular Salary	\$ 15,067
<b>Town Budget</b>	
Portion of Regular Salary	\$ 32,867
<b>TOTAL</b>	<b>\$ 60,000</b>

**NOTE:** The amounts within the above budget are estimates only. The exact amounts requested for reimbursement may vary provided that the total amount paid to the Municipality does not exceed **\$27,133.**

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 DHED, may be conducted by DHED 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 DHED on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

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**EXHIBIT "B"**

**COVER SHEET**

**LETTERHEAD ON TOWN STATIONERY**

**TO: Department of Housing & Economic Development**  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

**FROM: Town of Mangonia Park**  
1755 East Tiffany Drive  
Mangonia Park, FL 33407

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

---

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

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

\_\_\_\_\_  
Date

**EXHIBIT "C"**

**DAILY ACTIVITY RECORD**

Period covered by this reimbursement request \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

DATE	DESCRIPTION OF CODE ENFORCEMENT WORK PERFORMED and HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES	IS ADDRESS WITHIN CDBG TARGET AREA
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
<b>TOTAL HOURS</b>	_____		

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with DHED. I further acknowledge that all information herein is subject to verification by DHED, Palm Beach County, U.S. HUD or their agents.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)



**EXHIBIT "D"**

**DETAILED MONTHLY NARRATIVE REPORT**

**A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R \_\_\_\_\_ - \_\_\_\_\_ Month Covered: \_\_\_\_\_

Municipality: **Town of Mangonia Park**

Address: 1755 East Tiffany Drive  
Mangonia Park, FL 33407

Person Preparing Report: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

**Contract Effective Dates: October 1, 2021 to September 30, 2022**

**B.1. CONTRACT FUNDING**

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

Detailed expenditures for the period:

**B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE**

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

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B. 

<u>ACTIVITIES</u>	<u>#BENEFICIARIES</u>	<u>#BENEFICIARIES</u>	<u>CONTRACT GOAL</u>
	<u>THIS PERIOD</u>	<u>YTD</u>	

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED

**EXHIBIT "E"**

ORGANIZATION: Town of Mangonia Park PROGRAM: Code Enforcement FY 2020-2021 & 2021-2022 PALM BEACH COUNTY CDBG										CONTACT NAME: Ken Metcalf TITLE: Town Manager PHONE: 561-848-1235						
A. PERSONNEL EXPENSES																
Salaries:																
	Part-Time	Annual Salary	CDBG Allocation FY 20-21	CDBG Allocation FY 21-22	Total CDBG Funding Available	CDBG % Alloc. to Program	ESGP Funding	% Alloc. to Program	FAA Funding	% Alloc. to Program	School Board	% Alloc. to Program	General Revenue	% Alloc. to Program	Town Budget	Total
Code Enforcement Officers	3	\$60,000	\$12,066	\$15,067	\$27,133		\$0		\$0		\$0		\$0		\$32,867	\$60,000
					\$0		\$0		\$0		\$0		\$0		\$0	\$0
					\$0		\$0		\$0		\$0		\$0		\$0	\$0
					\$27,133		\$0		\$0		\$0		\$0		\$32,867	\$60,000
<b>Fringe Benefits:</b>																
Health/Dental/Vision/retirement					\$0		\$0		\$0		\$0		\$0		\$0	\$0
FICA/WC/SUTA					\$0		\$0		\$0		\$0		\$0		\$0	\$0
					\$0		\$0		\$0		\$0		\$0		\$0	\$0
					\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>Sub-Total Personnel</b>					<b>\$27,133</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$32,867</b>	<b>\$60,000</b>
<b>B. OPERATING COSTS</b>																
1 Professional Fees																
	Audit Fees				\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
	2 Insurance				\$0		\$0		\$0		\$0		\$0		\$0	\$0
	3 Supplies				\$0		\$0		\$0		\$0		\$0		\$0	\$0
	4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0		\$0	\$0
	5 Occupancy				\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>Subtotal Operating Costs</b>					<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
<b>C. ADMINISTRATIVE COSTS</b>																
					\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>TOTALS</b>					<b>\$27,133</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$32,867</b>	<b>\$60,000</b>



## Town of Mangonia Park

1755 EAST TIFFANY DRIVE MANGONIA PARK, FLORIDA 33407  
(561) 848-1235 FAX (561) 848-6940  
[www.Townofmangoniapark.com](http://www.Townofmangoniapark.com)

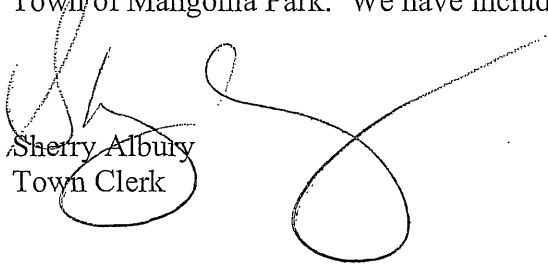
November 5, 2021

Palm Beach County  
Department of Housing  
and Economic Development  
100 Australian Avenue, 5th Floor  
West Plam Beach, FL 33406

Re: Letter of Signature Authority

To Whom It May Concern:

Please be advised that Mayor William H. Albury, III, has the authority to sign on behalf of the Town of Mangonia Park. We have included Resolution No. 2021-02 for your review.

  
Sherry Albury  
Town Clerk

RESOLUTION NO. 2021-02

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MANGONIA PARK, FLORIDA, APPOINTING ONE MEMBER OF THE TOWN COUNCIL AS MAYOR AND ONE MEMBER OF THE TOWN COUNCIL AS VICE MAYOR OF THE TOWN OF MANGONIA PARK, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, Section 4 of Article IV of the Charter for the Town of Mangonia Park requires the Town Council, by Resolution, to appoint one (1) member as the Mayor and another member as the Vice Mayor; each of whom shall hold office until his or her successor shall be appointed and qualified;

**THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Mangonia Park, Florida, that:

**SECTION 1: WILLIAM H. ALBURY, III** is hereby appointed as Mayor of the Town of Mangonia Park, Florida, and is hereby vested with and delegated all of the powers and duties incident to said office.


**SECTION 2: SARITA C. JOHNSON** is hereby appointed to be Vice Mayor of the Town of Mangonia Park, Florida, and is hereby vested with and delegated all of the powers and duties incident to said office.

**SECTION 3.** This Resolution shall become effective **March 16, 2021.**

**SECTION 4.** All other Resolutions or parts of Resolutions in conflict or inconsistent herewith are hereby repealed.


**PASSED AND ADOPTED** by the Town Council of the Town of Mangonia Park, Florida, this **16<sup>th</sup>** day of **March, 2021.**

TOWN OF MANGONIA PARK

  
WILLIAM H. ALBURY, III, MAYOR

(SEAL)

ATTEST:

  
Sherry Albury, Town Clerk

**RESOLUTION NO. 2021-15**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MANGONIA PARK TO RATIFY ITS APPROVAL AND AUTHORIZATION FOR THE MAYOR AND TOWN MANAGER TO EXECUTE AND ENTER INTO AN AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF MANGONIA PARK WHICH COMBINES CDBG FUNDING FOR FY2020-2021 IN THE AMOUNT OF \$12,066.00 WITH CDBG FUNDING FOR FY2021-2022 IN THE AMOUNT OF \$15,067.00 FOR A TOTAL AMOUNT OF 27,133.00; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant ("CDBG") program in certain areas of Palm Beach County; and

WHEREAS, Palm Beach County and the Town of Mangonia Park ("Town") desire to combine CDBG funding from FY2020-2021 in the amount of \$12,066.00 with CDBG funding for FY2021-2022 in the amount of \$15,066.00 for a total amount of \$27,133.00 in funds available to the Town to provide services to low and moderate income property owners within the Town's municipal boundaries by funding code enforcement services to enforce applicable housing and building codes; and

WHEREAS, the Town Council of the Town of Mangonia Park approved the agreement between the Town and Palm Beach County, with an effective date of October 2, 2021, at its regular meeting on October 19, 2021 by unanimous vote; and

WHEREAS, the Town Council of the Town of Mangonia Park desires to ratify such approval through Resolution No. 2021-15.

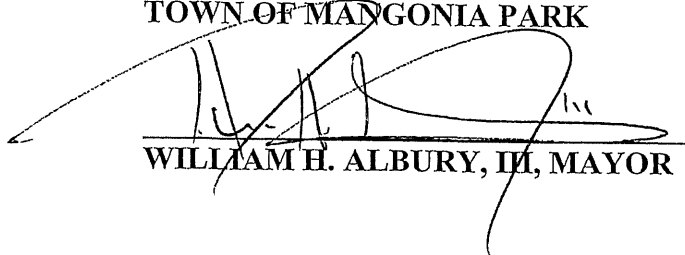
**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MANGONIA PARK AS FOLLOWS:**

Section 1: The Town Council hereby ratifies its approval and authorization for the Mayor and Town Manager to execute and enter into the Agreement Between Palm Beach County and the Town of Mangonia Park, with an effective date of October 1, 2021.

Section 2: This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of November, 2021.

TOWN OF MANGONIA PARK

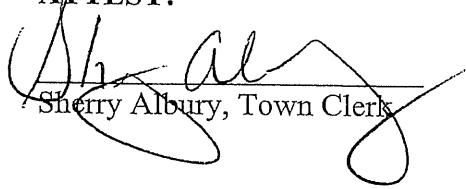


Handwritten signature of William H. Albury, III, written over a horizontal line.

WILLIAM H. ALBURY, III, MAYOR

ATTEST:

(SEAL)



Handwritten signature of Sherry Albury, written over a horizontal line.

Sherry Albury, Town Clerk



**CERTIFICATE OF COVERAGE**

**Certificate Holder**  
 PALM BEACH COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 C/O DEPT. OF HOUSING AND ECONOMIC  
 DEVELOPMENT  
  
 100 AUSTRALIAN AVE, SUITE 500  
 WEST PALM BEACH, FL 33406

**Administrator** Issue Date 11/5/21  
**Florida League of Cities, Inc.**  
**Department of Insurance Services**  
**P.O. Box 538135**  
**Orlando, Florida 32853-8135**

COVERAGES  
 THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

**AGREEMENT NUMBER:** FMIT 0360 | **COVERAGE PERIOD:** FROM 10/1/21 | **COVERAGE PERIOD:** TO 10/1/22 12:01 AM STANDARD TIME

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury

Errors and Omissions Liability

Employment Practices Liability

Employee Benefits Program Administration Liability

Medical Attendants/Medical Directors' Malpractice Liability

Broad Form Property Damage

Law Enforcement Liability

Underground, Explosion & Collapse Hazard

**Limits of Liability**

\* Combined Single Limit

Deductible \$2,500

**Automobile Liability**

All owned Autos (Private Passenger)

All owned Autos (Other than Private Passenger)

Hired Autos

Non-Owned Autos

**Limits of Liability**

\* Combined Single Limit

Deductible N/A

**TYPE OF COVERAGE - PROPERTY**

**Buildings**  **Miscellaneous**

Basic Form  Inland Marine

Special Form  Electronic Data Processing

**Personal Property**  Bond

Basic Form

Special Form

Agreed Amount

Deductible \$5,000

Coinsurance 90%

Blanket

Specific

Replacement Cost

Actual Cash Value

**Limits of Liability on File with Administrator**

**TYPE OF COVERAGE - WORKERS' COMPENSATION**

Statutory Workers' Compensation

Employers Liability \$1,000,000 Each Accident

\$1,000,000 By Disease

\$1,000,000 Aggregate By Disease

Deductible N/A

SIR Deductible N/A

**Automobile/Equipment - Deductible**

Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment

**Other**

\* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/Locations/Vehicles/Special Items**

RE: Evidence of Insurance  
 RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.


THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

**Designated Member**

Town of Mangonia Park  
 1755 East Tiffany Drive  
 Mangonia Park FL 33407

**Cancellations**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



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 AUTHORIZED REPRESENTATIVE