

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 6, 2024 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Housing and Economic Development

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to receive and file:** Amendment 002 to the Agreement (R2021-1522) with the City of Riviera Beach, dated October 1, 2021, in the amount of \$537,297 funded under the Community Development Block Grant (CDBG) program, to reduce the CDBG funding amount from \$537,297 to \$294,000 and extend the performance timeline for program completion date from December 31, 2023 to June 30, 2024.

**Summary:** The 2021 Agreement (R2021-1522) provided \$537,297 in funding for a two (2) year Code Enforcement program, within the City of Riviera Beach. Amendment 002 to the Agreement was necessary due to delays with obtaining the required staff to oversee the program which has impacted the CDBG expenditure requirements. The City has requested that the allocated CDBG funding amount be reduced from \$537,297 to \$294,000. The additional time requested extends the performance requirement to complete the program and request 100% reimbursement of CDBG funds from December 31, 2023 to June 30, 2024. The balance of \$243,297 in CDBG funds will be reallocated to the City for sewer lift station improvements that will be completed by the CDBG expenditure deadline.

The original Agreement was received and filed by the Board of County Commissioners (BCC) on October 19, 2021; Agenda Item 31-4. Amendment 001 was received and filed by the BCC on October 18, 2022; Agenda Item 31-1. Amendment 002 was executed on behalf of the BCC by the Director of the Department of Housing and Economic Development in accordance with R2021-0948; dated July 13, 2021 that delegated authority to the County Administrator or designee to execute forms, certifications, funding agreements, amendments thereto, and all other documents necessary for implementation of the Consolidated Plan, Action Plan, CDBG, HOME and ESG activities. County PPM CW-O-051 provides that 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 City of Riviera Beach executed an Agreement with Palm Beach County to participate in the CDBG Program as funded by the United States Department of Housing and Urban Development. The Code Enforcement program is CDBG eligible under 24 CFR 570.202(c) – Rehabilitation and Preservation Activities – Code Enforcement and will meet the National Objective of benefiting low-and-moderate income persons on an area-wide basis per 24 CFR 570.208(a)(1)(i).

**Attachments:**

- 1. Amendment 002 to the Agreement R2021-1522 with City of Riviera Beach
- 2. Request Letter from the City of Riviera Beach for Amendment 002 to Agreement R2021-1522
- 3. Agreement R2021-1522 with the City of Riviera Beach

Recommended By: Jimmy Howard 1-28-24  
Department Director Date

Approved By: [Signature] 1-29-24  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
Grant Expenditures	\$294,000				
Operating Costs					
External Revenues	(\$294,000)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				

# 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       
 Does this item include the use of State funds? Yes      No X

Budget Account No.:

Fund 1101 Dept. 143 Unit 1431 Object 8101 Program Code/Period BG46CE/GY20-21

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

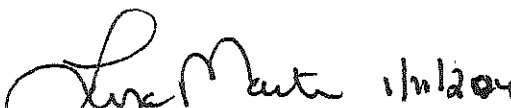
DHED shall reallocate the remaining \$243,297 in CDBG funds to the funding of a Capital improvement project.

**C. Departmental Fiscal Review:**

  
 \_\_\_\_\_  
 Valerie Alleyne, Division Director II  
 Finance and Administrative Services, DHED

**III. REVIEW COMMENTS**

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

  
 OFMB      JA 1/10 DA 1/10

  
 Contract Development and Control

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

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

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

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

**Amendment 002** with an effective date of **October 18, 2023** by and between **Palm Beach County** and the **City of Riviera Beach**.

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2021-1522) with the City of Riviera Beach on October 01, 2021, as amended by Amendment 001 (R2022-1196) on October 18, 2022, to provide \$537,297 of Community Development Block Grant (CDBG) funds for Code Enforcement Activities in the City of Riviera Beach; and

**WHEREAS**, there have been delays in the execution of the Code Enforcement activities which then impacted the CDBG expenditure benchmarks; and

**WHEREAS**, the Subrecipient has requested that the County reduce the allocated two (2) year program budget and extend the performance requirement to request 100% reimbursement of CDBG funds from the County; and

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

**NOW, THEREFORE**, in consideration of the mutual promises and covenants 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.** The Agreement R2021-1522 shall be revised to delete the CDBG funding amount of “**\$537,297**” and replace it with: “**TWO HUNDRED AND NINETY-FOUR THOUSAND DOLLARS (\$294,000)**” as stated in the following sections:

- I. **SECTION 6. MAXIMUM COMPENSATION.**
- II. **EXHIBIT “A” SECTION 1.E: PROJECT BUDGET.**
- III. **EXHIBIT “A” SECTION 2.A: COUNTY RESPONSIBILITIES.**

NOTE: Any remaining CDBG budget funds shall be reprogrammed at the discretion of the County.

The revised Budget (Exhibit “E”) reflects the estimated costs of eligible expenses covered through this Agreement. The actual amounts requested for reimbursement may vary from the budget estimates, but the total amount reimbursed to the City shall not exceed **\$294,000**.

- C. The Agreement R2021-1522 shall be revised to delete the 100% reimbursement request and program completion date of “**December 31, 2023**” and replace it with: “**June 30, 2024**” as stated in the following sections:
- I. **SECTION 6. MAXIMUM COMPENSATION**
  - II. **SECTION 7. TIME OF PERFORMANCE**
  - III. **EXHIBIT “A” SECTION 1.F(4): PERFORMANCE BENCHMARKS**
  - IV. **EXHIBIT “A” SECTION 1.I: Lease Procurement, Vehicle Maintenance and Insurance.**

Except as modified by Amendment 001 and this Amendment 002, the Agreement as hereby revised, 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.

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**EXHIBIT “E”**

**REVISED CODE ENFORCEMENT PROGRAM BUDGET**

ORGANIZATION: City of Riviera Beach  
 PROGRAM: Code Enforcement  
 FY2021-2023 (Amend 002): PALM BEACH COUNTY CDBG

CONTACT NAME: Clarence Sirmons  
 Development Services Director  
 561-845-4062

	#Positions	Annual Salary	% Alloc to Program	CDBG Funding	Other Funding
<b>A. SALARY</b>	6	281,671.00	100%	\$281,671.00	\$0
<b>Benefits:</b>					
7.65% FICA TOTAL (% of Total Salary)		\$ 21,547.83	100%	\$ 21,547.83	\$ -
10.82% RETIREMENT TOTAL (% of Total Salary)		\$ 30,476.80	100%	\$ 30,476.80	\$ -
15.56% HEALTH INS. TOTAL (% of Total Salary)		\$ 43,828.01	100%	\$ 43,828.01	\$ -
0.41% DENTAL INS. TOTAL (% of Total Salary)		\$ 1,154.85	0%	\$ -	\$ -
0.44% LIFE INS. TOTAL (% of Total Salary)		\$ 1,239.35	0%	\$ -	\$ -
Workman's Compensation Ins.		\$ 8,000.00	0%	\$ -	\$ -
Salary Schedule					
\$47,684.00 Code Compliance Officer	5				
\$43,251.00 Code Compliance Tech	1				
<b>Total Salary</b>	6	\$387,917.84		\$377,523.64	

	#Positions	Annual Salary	% Alloc to Program	CDBG Funding	Other Funding
<b>B. OPERATION</b>					
\$ 779.75 Cell Phone w/ Service	2	\$ 1,559.50	100%	\$ 1,559.50	\$ -
\$ 1,199.75 Ipad w/ Service	2	\$ 2,399.50	100%	\$ 2,399.50	\$ -
\$ 400.00 Uniforms	0	\$ -	100%	\$ -	\$ -
\$ 575.00 Cont Education/Training	4	\$ 2,300.00	100%	\$ 2,300.00	\$ -
\$ 1,755.00 Laptops	6	\$ 10,530.00	100%	\$ 10,530.00	\$ -
\$ 300.00 Cameras	0	\$ -	100%	\$ -	\$ -
\$ 6,000.00 Trailer	1	\$ 6,000.00	100%	\$ 6,000.00	\$ -
\$ 20,000.00 Cart/Gator/Traxx	1	\$ 20,000.00	100%	\$ 20,000.00	\$ -
Miscellaneous/Contingency		\$ 2,626.56		\$ 2,626.56	
<b>Total Operation</b>		\$45,415.56		\$ 45,415.56	

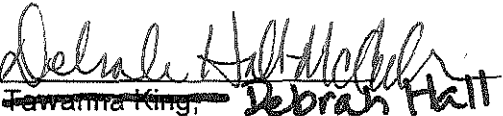
Funding Source	Funding Allocations	FY2021-2023
CDBG Funds	\$ 294,000.00	\$294,000.00
CITY Contribution	\$ 139,333.40	\$139,333.40
<b>SUB TOTAL (Salary + Operation)</b>	<b>\$ 433,333.40</b>	<b>\$433,333.40</b>

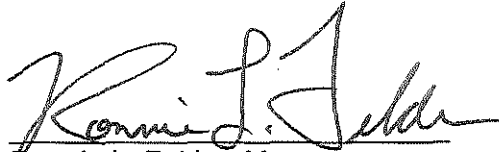
	City Funding	CDBG Funding	Other Funding
<b>C. ADMINISTRATION</b>			
Office Supplies	\$ 1,000.00	\$ -	\$ -
Postage	\$ 500.00	\$ -	\$ -
Equipment/Vehicle Maintenance	\$ 5,830.00	\$ -	\$ -
Software	\$ 3,400.00	\$ -	\$ -
Hardware Repairs	\$ 2,800.00	\$ -	\$ -
Vehicle @ 5	\$ 75,000.00	\$ -	\$ -
<b>Total Admin</b>	<b>\$88,330.00</b>	<b>\$ -</b>	<b>\$ -</b>

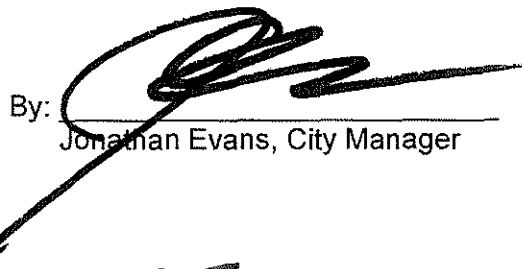
<b>TOTAL PROGRAM BUDGET SUMMARY</b>			
Funding Source	Total Funding	FY2021-2023	2 YEAR CODE ENF. PROGRAM
CDBG Funds	\$ 294,000.00	\$294,000.00	
City Contribution	\$ 139,333.40	\$139,333.40	
<b>Total Budget</b>	<b>\$ 433,333.40</b>	<b>\$433,333.40</b>	

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand the day and year above written and caused this Amendment 002 to be executed.

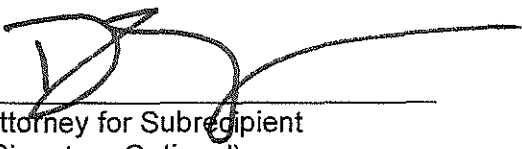
CITY OF RIVIERA BEACH

By:   
~~Jawanna King,~~ Debrah Hall  
CMC, City Clerk  
Acting

By:   
Ronnie L. Felder, Mayor

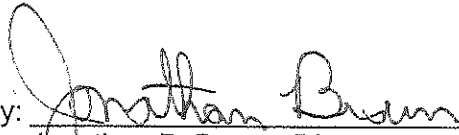
By:   
Jonathan Evans, City Manager

(MUNICIPALITY SEAL BELOW)

By:   
Attorney for Subrecipient  
(Signature Optional)


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 002 on behalf of the County.

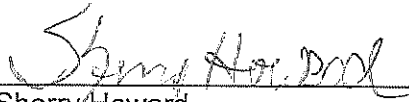
**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
For its BOARD OF COUNTY COMMISSIONERS**

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

Approved as to Form and  
Legal Sufficiency

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

By:   
Howard J. Falcon III  
Assistant County Attorney

By:   
Sherry Howard  
Deputy Director



**AGREEMENT REVISION REQUEST/APPROVAL**

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**CITY OF RIVIERA BEACH**

**PROJECT AND FUNDING DESCRIPTION (R#2021-1522 )**

Enter Project Name, Funding Amount, Agreement R# and Project description.

City of Riviera Beach, \$537,297, R#2022-1522

Project entails the reimbursement of full or partial salaries, health insurance, worker's compensation, FICA and pension contributions to inspectors who are employed by the City of Riviera Beach to conduct code enforcement activities within the City's designated CDBG Target Area.

**REQUESTED REVISION: Provide name of Subrecipient (Town/City) and requested Revision.**

City of Riviera Beach: Extension of existing agreement from December 31, 2023 to June 30, 2024 and reduction of the amount allocated to the City for the activity from \$537,297 to \$294,000.

**JUSTIFICATION: Provide description of activities to be undertaken and reason to justify the requested Revision.**

The City provides code enforcement services to an area of the City that has a large percentage of code violations. Due to a delay in implementing the program within the CDBG Target Area, the City cannot expend its allocated funding amount by December 31, 2023. Therefore, an extension of the current agreement is requested to allow the City time to expend more funds under the agreement.

Authorized Signatory, City of Riviera Beach

Name & Title: Jonathan Evans, City Manager

Date: 10/12/23

**REVISION ACTION**

AMENDMENT REQUIRED  YES  NO

**IN ACCORDANCE WITH: EXHIBIT "A": SCOPE OF WORK - SECTIONS 1-E AND 1-F(4), the Total CDBG Program Budget shall be reduced to \$294,000 and the timeline to request 100% reimbursement of CDBG funds from the County shall be extended to June 30, 2024, respectively**

**ACCEPTANCE OF WRITTEN REQUEST AND APPROVAL OF PROPOSED REVISION**

Except as revised by this request, the Agreement remains in full force and effect in accordance with the terms thereof.

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

Date: 10/18/2023

CC Jonathan Evens, City Manager  
Jeffrey Bolton, DHED Contract Development and Quality Control





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2255 Glades Road Suite 240W Boca Raton FL 33431	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 305-592-6080      FAX (A/C, No): 305-592-4049 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> City of Riviera Beach 2051 Martin Luther King Blvd Suite # 302 Riviera Beach FL 33404	<b>INSURER A:</b> Lloyd's Syndicate 2987      15105	
	<b>INSURER B:</b> Safety National Casualty Corporation      10833	
	<b>INSURER C:</b> Gemini Insurance Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		


**COVERAGES**      **CERTIFICATE NUMBER:** 548814436      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PK1004723	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,650,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,300,000 PRODUCTS - COMP/OP AGG \$ OTHER \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PK1004723	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,650,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			XPE00017303	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP4067673	12/15/2023	12/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 GL Limits: \$1,650,000 per Occurrence inclusive of \$350,000 SIR  
 AL Limits: \$1,650,000 per Occurrence inclusive of \$350,000 SIR  
 Insurer B WC Limit: Statutory Excess of \$650,000 SIR  
 Insurer B EL Limit: \$1,000,000 Excess of \$650,000 SIR  
 RE: CDBG Capital Agreement - Fiscal Year 2023-2024

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County Board of County Commissioners c/o Department of Housing & Economic Development 100 Australian Ave, 5th Floor West Palm Beach FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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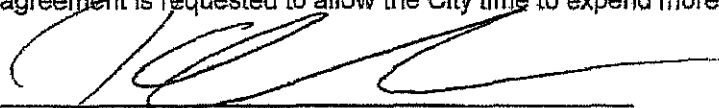
**AGREEMENT REVISION REQUEST/APPROVAL**

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
CITY OF RIVIERA BEACH**

**PROJECT AND FUNDING DESCRIPTION (R#2021-1522 )**  
Enter Project Name, Funding Amount, Agreement R# and Project description.  
City of Riviera Beach, \$537,297, R#2022-1522  
Project entails the reimbursement of full or partial salaries, health insurance, worker's compensation, FICA and pension contributions to inspectors who are employed by the City of Riviera Beach to conduct code enforcement activities within the City's designated CDBG Target Area.

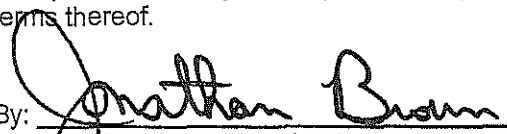
**REQUESTED REVISION:** *Provide name of Subrecipient (Town/City) and requested Revision.*  
City of Riviera Beach: Extension of existing agreement from December 31, 2023 to June 30, 2024 and reduction of the amount allocated to the City for the activity from \$537,297 to \$294,000.

**JUSTIFICATION:** *Provide description of activities to be undertaken and reason to justify the requested Revision.*  
The City provides code enforcement services to an area of the City that has a large percentage of code violations. Due to a delay in implementing the program within the CDBG Target Area, the City cannot expend its allocated funding amount by December 31, 2023. Therefore, an extension of the current agreement is requested to allow the City time to expend more funds under the agreement.

  
Authorized Signatory, City of Riviera Beach  
Name & Title: Jonathan Evans, City Manager Date: 10/12/23

**REVISION ACTION** AMENDMENT REQUIRED  YES  NO  
**IN ACCORDANCE WITH: EXHIBIT "A": SCOPE OF WORK - SECTIONS 1-E AND 1-F(4), the Total CDBG Program Budget shall be reduced to \$294,000 and the timeline to request 100% reimbursement of CDBG funds from the County shall be extended to June 30, 2024, respectively**

**ACCEPTANCE OF WRITTEN REQUEST AND APPROVAL OF PROPOSED REVISION**  
Except as revised by this request, the Agreement remains in full force and effect in accordance with the terms thereof.

By:   
Jonathan B. Brown, Director  
Department of Housing & Economic Development  
Date: 10/18/2023

CC Jonathan Evens, City Manager  
Jeffrey Bolton, DHED Contract Development and Quality Control

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

OCT 19 2021 THE CITY OF RIVIERA BEACH

R2021 1522

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 **City of Riviera Beach**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **600 West Blue Heron Boulevard, Riviera Beach, FL 33404**.

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** made \$537,297 in CDBG funds available to the **City of Riviera Beach** to provide code enforcement services within its Municipal boundaries. The available CDBG funding is comprised of \$340,334 from FY2020-2021 and \$196,963 from FY2021-2022.

WHEREAS, **Palm Beach County** and the City of Riviera Beach desire to provide the activities specified in this Agreement; and

WHEREAS, **Palm Beach County** desires to engage the City of Riviera Beach 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 **City of Riviera Beach**
- (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 **FIVE HUNDRED AND THIRTY-SEVEN THOUSAND TWO HUNDRED NINETY-SEVEN DOLLARS (\$537,297)** for the period of October 1, 2021 through December 31, 2023. 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 December 31, 2023.

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 Municipality acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts 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 this Agreement, including any renewals thereof, all of its employees are treated equally during employment with 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 CDBG Regulations 24 CFR 570.502.



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 570.208 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** 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** insurance with minimum limits of **\$500,000** combined single limits for property damage and bodily injury per occurrence.
- **Workers' Compensation** insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

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 will 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 allow for participation of Mayors and county officials. 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 its 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 for 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 BY 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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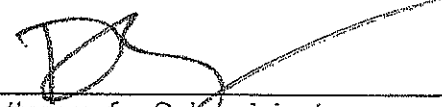
WITNESS our Hands and Seals on this 1st day of September, 2021

(SUBRECIPIENT SEAL BELOW)

CITY OF RIVIERA BEACH

By:   
\_\_\_\_\_  
Ronnie L. Felder, Mayor

By:   
\_\_\_\_\_  
Jonathan Evans, City Manager

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



WITNESS our Hands and Seals on this 21<sup>st</sup> day of September, 2021.

R2021 1522

OCT 19 2021

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

for its BOARD OF COUNTY COMMISSIONERS

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

Approved as to Form and  
Legal Sufficiency

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

By: Howard J. Falcon III  
Howard J. Falcon III  
Chief Assistant County Attorney

By: Sherry Howard  
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 only within the CDBG Target Area designated below. Specifically, as described in Exhibit "E", CDBG funds will be used to cover all or partial salary and benefits (Health Insurance, Worker's Compensation, FICA and Pension Contributions) of three (3) full-time Community Inspectors (hereinafter referred to as "Inspectors"), and one (1) full-time Code Compliance Supervisor. Exhibit "E" also contains other eligible expenses for code enforcement activities within the designated area.
- B. **COMMUNITY INSPECTORS & CODE COMPLIANCE SUPERVISOR:** The Municipality shall employ the above listed personnel in connection with the provision of code enforcement services detailed in this Agreement. The code enforcement personnel shall be able to carry out the tasks described herein and shall demonstrate the qualifications that enable him/her to do so. The personnel 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 (if such positions were filled as a new positions as a result of this Agreement) were competitively solicited prior to the personnel's appointment to the positions, and demonstrate that the openings 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..
- List of all paid holidays.

C. **DETERMINATION OF CDBG CODE ENFORCEMENT AREA and IDENTIFICATION OF DETERIORATED CONDITION**

The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of Riviera Beach must delineate the boundaries of the CDBG Code Enforcement Area and document the existing deteriorated conditions. The City must maintain this documentation on file. Also, the City 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 violated locations and listed capital improvements completed within the CDBG Code Enforcement Area."

The City acknowledges that a Code Compliance and Engagement Program will be undertaken in the CDBG Code Enforcement Area bounded on the North by Silver Beach Road, on the East by Broadway Avenue, the South by 1<sup>st</sup> Avenue and to the West by Garden Road.

- 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 Code Enforcement 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 expenses under the CDBG Budget, attached hereto as Exhibit "E".

The budget, contained herein as Exhibit "E", reflects the estimated costs of eligible expenses covered through this Agreement. The actual amounts requested for reimbursement may vary from the budget estimates but the total amount reimbursed shall not exceed **\$537,297**.

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

- (1) Expend, and request reimbursement from the County, of at least **\$112,699** which is **40% of the year (one) allocation no later than July 15, 2022**; and
- (2) Expend and request reimbursement of **\$169,049** which is **the remainder of the year one allocation by November 30, 2022**; and
- (3) Expend, and request reimbursement from the County, of at least **\$102,219** which is **40% of the year (two) allocation no later than July 15, 2023**; and
- (4) Expend and request reimbursement from the County the **balance of the Code enforcement funds allocated in this Agreement no later than December 31, 2023**.

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 Clerk. The time sheets must also demonstrate the specific tasks undertaken by the Officer on such properties and the time taken to complete each task
- Copies of the payrolls and paychecks to the Officer 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 (i.e., 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.

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.

I. **EXHIBIT "E" EXPENSES, PROCUREMENT and VEHICLE LEASE**

The Municipality acknowledges that reimbursement for eligible expenses contained on Exhibit "E" shall be contingent on the competitive procurement of **all items** purchased and/or leased under this Agreement and that those items will be used only for the Code Enforcement program within the designated Target Area.

The Municipality will be required to document their competitive procurement process at the time of the request for reimbursement.

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

Exhibit "E" provides funding for the lease of one (1) vehicle for a period of two (2) years or twenty-four (24) monthly payments depending on the lease inception date but no payments later than **December 31, 2023**. Should the Municipality desire to lease for a longer period, the Municipality shall be responsible for all payments after the 24 monthly payments or December 31, 2023, whichever occurs first.

- Municipality shall develop specifications for automobile dealers' review. Specifications shall contain, at a minimum, the following:
  - Make and model
  - Municipality's mileage requirement
  - Vehicle equipment requirements, if necessary
  - Down payment requirement, if any

NOTE: Lease shall contain 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's specifications shall be reviewed and approved by DHED prior to presentation to the automobile dealers for price quotes.
- Municipality shall obtain three quotes for the vehicle.
- Municipality shall compute the total lease cost based on the sum of the down payment required at lease inception and the lease period.
- Municipality shall send lease award recommendation(s) to DHED for review and approval prior to executing the lease agreement. The lease award request shall include a copy of the specifications sent to the dealers, a summary of the responses received and the Municipality's recommendation of the dealer to be used.
- Municipality shall be responsible for all costs associated with the operation and maintenance of the vehicle 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 lease contained herein.

**Lease Reimbursements**

Reimbursement for the lease shall be made following receipt of documentation evidencing payment to the vendor along with the completion of the Mileage Report form contained herein as Exhibit F.

2. COUNTY RESPONSIBILITIES:

- A. Reimburse the Municipality an amount not to exceed \$537,297 for eligible Code Enforcement Personnel and related expenses as delineated in the attached Exhibit E.

NOTE: DHED may adjust amounts within the above budget line items on Exhibit E, provided that the total amount paid to the Municipality does not exceed \$537,297.

- 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 STATIONERY

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

FROM: **City of Riviera Beach**  
600 West Blue Heron Boulevard,  
Riviera Beach, FL 33404

Telephone: \_\_\_\_\_

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 ACTIVITY	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITY	Number of Hours	Address within the Target Area
<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: **City of Riviera Beach**

Address: 600 West Blue Heron Boulevard,  
Riviera Beach, FL 33404

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

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

Contract Effective Dates: **October 1, 2021 to September 30, 2023**

**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.            ACTIVITIES   #BENEFICIARIES   #BENEFICIARIES   CONTRACT GOAL  
                                 THIS PERIOD                                   YTD

C.            NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN  
OPERATION:

D.            PROBLEMS/CONSTRAINTS:

E.            TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

**EXHIBIT "E"**

ORGANIZATION: City of Riviera Beach		CONTACT NAME: Clarence Sirmons			
PROGRAM: Code Enforcement		Development Services Director			
FY 2021-2022-2023: PALM BEACH COUNTY CDBG		561-845-4062			
	#Positions	Salary	to Program	CDBG	Other
<b>A. SALARY</b>		145,847.27		\$145,847.27	\$0
<b>Benefits:</b>					
7.65% FICA TOTAL (% of Total Salary)		\$ 11,157.32	100%	\$ 11,157.32	\$ -
10.82% RETIREMENT TOTAL (% of Total Salary)		\$ 15,780.67	100%	\$ 15,780.67	\$ -
38.12% HEALTH INS. TOTAL (% of Total Salary)		\$ 55,596.98	100%	\$ 55,596.98	\$ -
0.41% DENTAL INS. TOTAL (% of Total Salary)		\$ 597.97	100%	\$ 597.97	\$ -
0.44% LIFE INS. TOTAL (% of Total Salary)		\$ 641.73	100%	\$ 641.73	\$ -
Workman's Compensation Ins.		\$ 8,000.00		\$ 8,000.00	
\$48,040.28 Code Compliance Supervisor Salary	1				
\$32,602.33 Community Inspector Salary	3				
<b>Total Salary</b>	<b>4</b>	<b>\$237,621.94</b>		<b>\$237,621.94</b>	
	#Positions	Annual Salary	% Alloc to Program	CDBG Funding	Other Funding
<b>B. OPERATION</b>					
Cell Phone w/ Service	4	\$ 5,000.00	100%	\$ 3,000.00	\$ -
Ipad w/ Service	4	\$ 6,000.00	100%	\$ 4,000.00	\$ -
Uniforms	4	\$ -	100%	\$ -	\$ -
Cont Education/Training	4	\$ 2,300.00	100%	\$ 2,300.00	\$ -
Laptops	4	\$ 6,000.00	100%	\$ -	\$ -
Cameras	4	\$ 1,200.00	100%	\$ -	\$ -
Vehicle	1	\$ 6,000.00	100%	\$ 6,000.00	\$ -
Car/Gator/Trax	1	\$ 15,000.00	100%	\$ -	\$ -
Miscellaneous/Contingency		\$ 2,626.56		\$ 2,626.56	
<b>Total Operation</b>		<b>\$44,126.56</b>		<b>\$ 17,926.56</b>	
		<b>\$281,748.50</b>		<b>\$255,548.50</b>	
<b>Total GDBG Funds</b>		<b>FY2021-22</b>		<b>FY2022-23</b>	
\$ 537,297.00		\$281,748.50		\$255,548.50	
CDBG Line Item budgeted amounts are estimates.					
Actual costs to be determined following competitive procurement of goods and services					
Reimbursement of CDBG funds will be made according to the budgeted items and shall not exceed \$537,297.00					
City of Riviera Beach			City Funding	CDBG Funding	Other Funding
<b>C. ADMINISTRATION</b>					
Office Supplies			\$ 1,000.00	\$ -	\$ -
Postage			\$ 500.00	\$ -	\$ -
Equipment/Vehicle Maintenance			\$ 5,630.00	\$ -	\$ -
Software			\$ 3,400.00	\$ -	\$ -
Hardware Repairs			\$ 2,800.00	\$ -	\$ -
Vehicle @ 3			\$ 45,000.00	\$ -	\$ -
<b>Total Admin</b>			<b>\$ 58,330.00</b>		

RESOLUTION NUMBER 97-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE EXECUTION OF A GRANT AGREEMENT WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF \$755,297 TO FUND THREE PROJECTS WITHIN THE CITY OF RIVIERA BEACH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Palm Beach County (County) administers the Federal Community Development Block Grant (CDBG) Program; and

**WHEREAS**, the City of Riviera Beach City Council approved three certain projects on March 3, 2021 to be funded using Federal CDBG monies from the County; and

**WHEREAS**, the three projects approved were the Code Compliance Community Engagement Program, Project Number 22006 (\$537,297), the Urban Farm and Urban Agriculture Program, Project Number 22007 (\$100,000) and the City Park Wi-Fi Program, Project Number 22008 (\$118,000).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:**

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute each agreement for same.


**SECTION 2.** The Finance Director is hereby authorized to establish Project 22006 for the Code Compliance Community Engagement Program in the amount of \$537,297.00.

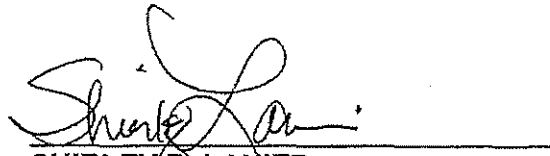
**SECTION 3.** The Finance Director is hereby authorized to establish Project 22007 for the Urban Farm and Urban Agriculture Program in the amount of \$100,000.00.

**SECTION 4.** The Finance Director is hereby authorized to establish Project 22008 for the Park Wi-Fi Program in the amount of \$118,000.00.


PASSED AND APPROVED THIS 1st DAY OF September, 2021.

APPROVED:

  
\_\_\_\_\_  
RONNIE L. FELDER  
MAYOR

  
\_\_\_\_\_  
SHIRLEY D. LANIER  
CHAIRPERSON

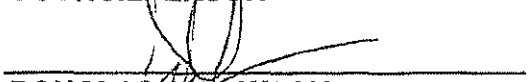
ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
KASHAMBA MILLER-ANDERSON  
CHAIR PRO TEM

\_\_\_\_\_  
TRADRICK MCCOY  
COUNCILPERSON

  
\_\_\_\_\_  
JULIA A. BOTEL, Ed.D  
COUNCILPERSON

  
\_\_\_\_\_  
DOUGLAS A. LAWSON  
COUNCILPERSON

MOTIONED BY: J. BOTEL

SECONDED BY: D. LAWSON

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
DAWN S. WYNN, CITY ATTORNEY

T. MCCOY: AYE

K. MILLER-ANDERSON: AYE

S. LANIER: AYE

J. BOTEL: AYE

D. LAWSON: AYE

DATE: 9/1/2021



"The Best Waterfront City in Which to Live, Work and Play."

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**CITY OF RIVIERA BEACH – MEMORANDUM**

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**TO:** HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

**THROUGH:** JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

**FROM:** DEIRDRE M. JACOBS, ASSISTANT CITY MANAGER

**SUBJECT:** PALM BEACH COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - FY22-FY23 AGREEMENT

**DATE:** SEPTEMBER 1, 2021

**CC:** GENERAL PUBLIC

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**Background:**

Historically, each fiscal year, the City of Riviera Beach (City) receives an award of federal Community Development Block Grant (CDBG) funds through Palm Beach County (County). This award of monies is transmitted to the City via the County because as the City is not categorized as an entitlement entity due to the size of its population.

At its March 3, 2021 City Council meeting, staffs' recommendation to implement certain projects through the County's Department of Housing and Economic Sustainability CDBG Program was approved. At this time, the City is prepared to enter into formal contracts with the County, to receive such funds to undertake these certain projects.

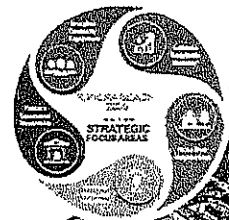
Since March 3, 2021, staff has been working with the County to finalize contracts and as part of this process, a City resolution is needed to effectuate the relationship. The Department of Housing and Economic Sustainability will be presenting the City's contract, along with contracts of other municipalities to the Palm Beach County Board of County Commissioners for its consideration this October 2021.

**City-wide Goals:**

Build Great Neighborhoods.

**Fiscal/Budget Impact:**

The CDBG Funding will be allocated over two fiscal years.



Proposed Allocation:

Code Compliance Project:	\$537,297
Urban Farm Collaborative Project:	\$100,000
Parks Wi-Fi Installation Project:	<u>\$118,000</u>
	<u>\$755,297</u>

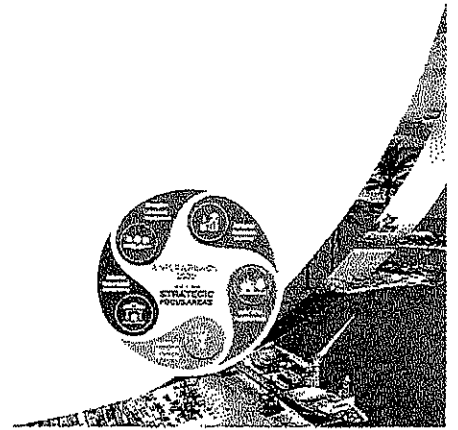
**Recommendation:**

Staff recommends approval of the Resolution for Contracts for CDBG grant funds.

**Attachments:**

1. Agenda\_2021\_3\_3\_Meeting\_Minutes.pdf
2. Agenda\_2021\_3\_3\_Meeting.pdf
3. Code Compliance CDBG Grant Contract
4. Urban Farm Collaborative CDBG Grant Contract
5. Parks Wi-Fi Installation CDBG Grant Contract

"The Best Waterfront City in Which to Live, Work And Play."





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 8333 NW 53rd Street Suite 600 Miami FL 33166	CONTACT NAME	
	PHONE (A/C, No, Ext): 305-592-6080	FAX (A/C, No): 305-592-4049
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED City of Riviera Beach 2051 Martin Luther King Jr Blvd-Suite 302 Riviera Beach FL 33404	INSURER A: Lloyd's Syndicate 2987	
	INSURER B: Safety National Casualty Corporation	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1296716806 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	PK1004720	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	PK1004720	12/15/2020	12/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	SP4061745	12/15/2019	12/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 GL Limits: \$1,000,000 per Occurrence Inclusive of \$350,000 SIR  
 AL Limits: \$1,000,000 per Occurrence Inclusive of \$350,000 SIR  
 Insurer B WC Limit: Statutory Excess of \$650,000 SIR  
 Insurer B EL Limit: \$1,000,000 Excess of \$650,000 SIR  
 RE : Community Development Block Grant Program of Palm Beach County (CDBG) | Project Name : CITY PARKS DIGITAL WI-FI INSTALLATION & CONNECTIVITY  
 Project Location of the five (5) Municipal Parks are as follows:  
 1. Cunningham Park - 2925 Ave South, Riviera Beach, FL 33404  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Palm Beach County, a political subdivision of the State of Florida Department of Housing & Economic Development 100 Australian Avenue, Suite 500 West Palm Beach FL 33406	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED City of Riviera Beach 2051 Martin Luther King Jr Blvd-Suite 302 Riviera Beach FL 33404	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- 2. Dan Calloway – 1420 W. 10th Street, Riviera Beach, FL 33404
- 3. Farrington Park (Pavilion Area) – 1420 W. 10th Street, Riviera Beach, FL 33404
- 4. Sadie McCray Park – 717 W. 5th Street, Riviera Beach, FL 33404
- 5. Goodman Park – 1415 W. 36th Street, Riviera Beach, FL 33404

Palm beach county board of county commissioners, a political subdivision of the state of florida, its officers, employees and agents, c/o department of housing & economic development and Municipality are Additional Insureds with respect to the General Liability Policy as required by contract. A Waiver of Subrogation applies in favor of Additional Insureds under General Liability, Auto Liability and Workers Compensation as required by contract.