Agenda Item #: **3I-14**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	**November 10, 2026**	**[X] Consent** **[ ] Ordinance**	**[ ] Regular** **[ ] Public Hearing**
Department:	**Housing and Economic Development**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment 003 (Amendment) to CDBG Capital Improvement Agreement R2024-1573 (Agreement) with the City of Riviera Beach (City), for the Lindsey Davis Senior Community Center (Project) to provide additional funding under Fiscal Year (FY) 2020-2021 and FY 2022-2023 Community Development Block Grant (CDBG) Program, in the amount of $218,000 from the terminated Agreement R2023-0792 Brooks Center Playground.

Summary: The Agreement R2024-1573 provided $203,515 in funding for renovations at the Lindsey Davis Senior Community Center, located at 1550 W. 28th Street within the City. Amendment 001 (R2025-0803) to the Agreement as executed on April 15, 2025, provided additional funds in the amount of $442,177, for a total allocation of $645,692, and Amendment 002 (R2025-1689) provided additional funds in the amount of $251,281 increasing the CDBG fund amount to $896,973. Amendment 003 was executed on August 20, 2026, and is necessary to grant the City's request to re-allocate unused $218,000 in CDBG funds from the terminated Agreement R2023-0792 on July 27, 2026, funded under FY 2020-2021 ($26,968) and FY 2022-2023 ($191,032), and applied towards the Lindsey Davis Project renovations and completion.

The Department of Housing and Economic Development (HED) has amended its FY 2020-2021 and FY 2022-2023 Action Plans to re-allocate the CDBG funds to Agreement R2024-1573. The additional funds under Amendment 003 shall increase the total funds provided to a total of $1,114,973 towards completing the comprehensive interior and exterior Project scope. The performance timeline to request $660,177, that includes the additional $218,000 from the County, has been extended from June 30, 2026, to September 30, 2026. The timeline to complete construction has been extended from April 30, 2026, to December 31, 2027, and the City's request for 100% of the total $1,114,973 in CDBG funds from the County, has been revised from December 31, 2028, to June 30, 2028. The revised performance timelines will allow the City and County to meet expenditure obligations and HUD requirements. **Continued on Page 3.**

Background and Justification: Continued on Page 3.

Attachments:
1. Amendment 003 to Agreement R2024-1573 with City of Riviera Beach
2. Agreement R2024-1573 with City of Riviera Beach for Lindsey Davis Community Center project
3. Project Location Map of the Lindsey Davis Community Center project, within Riviera Beach
4. Termination Letter to City of Riviera Beach for Agreement R2023-0792 Brooks Center Playground project

Recommended By:	Department Director	10.14.26 Date
Approved By:	Deputy County Administrator	10/22/2026 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Grant Expenditures	$218,000				
Operating Costs					
External Revenues	($218,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

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 BG46N/GY26

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

Additional CDBG funds in the amount of $218,000 will be provided by the Community Development Block Grant Program under Fiscal Years 2020-2021 and 2022-2023.

C. Departmental Fiscal Review:

Valerie Alleyne, Division Director III
Finance and Administrative Services, HED

III. REVIEW COMMENTS

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

10/16/26
OFMB

10/16/26
Contract Development and Control
ZG 10.16.26

B. Legal Sufficiency:

Assistant County Attorney II

C. Other Department Review:

Department Director

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

Summary (Continued from Page 1): Amendment 003 has been executed on behalf of the Palm Beach County (County) Board of County Commissioners (BCC) by the Deputy County Administrator of HED, in accordance with R2020-0926; dated July 14, 2020 and R2022-0746; dated July 12, 2022 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 Palm Beach County Action Plans for FY 2020-2021 and FY 2022-2023, CDBG, HOME Investment Partnership, and Emergency Solutions Grant activities. County PPM CW-O-051 provides that all contracts, agreements and grants signed with delegated authority 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 (TJC)

Background and Justification: The City has executed an Interlocal Agreement with the County to participate in the CDBG Program as funded by the United States Department of Housing and Urban Development. This capital improvement project is CDBG eligible under 24 CFR 570.201(c) – Public Facilities and Improvements 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).

AMENDMENT 003 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH

THIS IS AN AMENDMENT 003 with an effective date of August 20, 2026 by and between **Palm Beach County** and the **City of Riviera Beach.**

W I T N E S S E T H:

WHEREAS, Palm Beach County (County) entered into an Agreement (R2024-1573) on October 1, 2024, with the City of Riviera Beach (Subrecipient), in the amount of $203,515 of Community Development Block Grant (CDBG) funds under FY2024-2025, and as amended by Amendment 001 (R2025-0803) on June 10, 2025, to allocate reprogrammed funds in the amount of $442,177 and as amended by Amendment 002 (R2025-1689) on October 1, 2025 to add $251,281 in CDBG funds under FY2025-2026 and allow additional time to complete the improvements at the Lindsey Davis Senior Community Center, located at 1550 W. 28th Street, Riviera Beach, FL 33404 (Project); and

WHEREAS, the Subrecipient has requested to terminate Agreement R2023-0729 Brooks Playground project and re-allocate CDBG funds in the amount of Two Hundred Eighteen Thousand ($218,000) dollars to Agreement R2024-1573 to complete the Lindsey Davis Project deliverables; and

WHEREAS, the department of Housing and Economic Development (HED) and the Subrecipient wish to modify Agreement R2024-1573 to provide $218,000 in addition to the current Grant amount of $896,973, for a total CDBG allocation of **$1,114,973**. The expenditure timelines under Agreement R2024-1573 shall also be extended to allow the Subrecipient to complete the Project deliverables and receive 100% reimbursement of the CDBG funds provided by the County; and

WHEREAS, both parties desire to amend the Agreement in accordance with the terms and conditions including revisions to Exhibit "A" set forth herein and made a part hereof.

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. HED terminated Agreement R2023-0729 and revised Action Plans under FY2020-2021 and FY2022-2023 to facilitate reallocation of $218,000 in CDBG funds to Agreement R2024-1573 for completion of the Lindsey Davis Project. The total allocation will be $1,114,973. The expenditure and performance requirements in the following sections of the Agreement shall be modified through Amendment 003 as follows:

I. **ITEM 3. TIME OF PERFORMANCE**, shall be modified as follows: "The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **June 30, 2028** ("Expiration Date").

II. The additional funding amount of $218,000 from Fiscal Years 2020-2021 and 2022-2023, shall be included in CDBG allocation under **ITEM 5. FUNDING DISBURSEMENT TO SUBRECIPIENT** and modified to state: "In no event shall the total funding or disbursement exceed the maximum and total authorized sum of **$1,114,973**".

III. The **EXHIBIT "A" SECTION D. PERFORMANCE REQUIREMENTS**, shall be deleted in its entirety and amended to extend the time-frame to complete construction activities and request CDBG funds as outlined below:

CDBG FUND AMOUNT	**CDBG (FY)**	**REIMBURSEMENT REQUEST DATE**
$153,368.71 ($126,400.71 + 26,968)	FY20-21	**9/30/2026**
$116,896.29	FY21-22	**9/30/2026**
$191,032.00 ($173,032 + $18,000)	FY22-23	**9/30/2026**
$198,880.00	FY23-24	**9/30/2026**
$660,177.00	**Request from County by 9/30/26**	
$203,515.00	FY24-25	**12/31/2026**
$645,692.00	FY25-26	**6/30/2028**
$1,114,973	**Request Total CDBG Allocation and provide Closeout Documents no later than 6/30/28**	

Complete Construction By: **December 31, 2027**

If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or HED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be

revised only by an Amendment to this Agreement.

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

C. **EXHIBIT "A" SECTION P (1) COUNTY OBLIGATIONS**, shall be amended as follows: "Provide funding for the specified improvements as described in "Project Scope", during the term of this Agreement, in the total amount of $1,114,973, provided under various Fiscal Years".

D. **SCHEDULE "III" (PROJECT BUDGET)** shall be amended with a revised Budget to reflect the use of the additional $218,000 CDBG funds provided under FY2020-2021 and FY2022-2023 as outlined herein.

I. **PROJECT BUDGET (SCHEDULE "III"):** The Project Budget shall be replaced to outline the use of the additional $218,000 for space reconfiguration, expansion and building renovation activities, for a total CDBG allocation of **$1,114,973** provided under various Fiscal Years, enclosed hereto and made a part hereof.

Except as modified by Amendment 001, Amendment 002, and this Amendment 003, the Agreement (R2024-1573) remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 003 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

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EXHIBIT "A"

SCHEDULE "III"

PROJECT BUDGET

ORGANIZATION: City of Riviera Beach PROGRAM: CAPITAL IMPROVEMENT - Lindsey Davis Senior Community Center FY2020-21, FY2021-22, FY2022-23, FY2023-24, FY2024-25 & FY2025-26 PBC CDBG Program				CONTACT: Terrence N. Bailey, P.E. TITLE: City Engineer PHONE: 561-845-4066		
A. CAPITAL IMPROVEMENTS PROJECT						
PROJECT DELIVERABLES	TOTAL ESTIMATED COSTS	Palm Beach County CDBG Funding	% Alloc to Program	City of Riviera Beach Funding	% Alloc to Program	TOTAL
Planning & Design	$ 76,500.00	$ -	0%	$ 76,500.00	100%	$ 76,500.00
Space Reconfiguration & Expansion	$ 265,000.00	$ 155,692.00	59%	$ 109,308.00	41%	$ 265,000.00
Building Renovation & Addition	$1,465,692.00	$ 959,281.00	65%	$ 506,411.00	35%	$1,465,692.00
Finishes and Fixtures Replacement	$ 260,064.63	$ -	0%	$ 260,064.63	100%	$ 260,064.63
TOTAL PROJECT ESTIMATE	**$2,067,256.63**	$ 1,114,973.00		**$ 952,283.63**		**$2,067,256.63**
TOTAL PROJECT BUDGET		**$ 1,114,973.00**		**$ 952,283.63**		**$2,067,256.63**

NOTE: HED Reimbursement of eligible Project expenses shall be determined on an actual cost basis, provided the total CDBG reimbursement to the Subrecipient does not exceed $1,114,973.

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand this 5th day of August, 2026 and caused this Amendment 003 to be executed.

(SUBRECIPIENT SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Debrah Hall ~~McCullon~~, CMC, FCRM
City Clerk

By: _____
William E. Wilkins, City Manager

By: _____
Attorney for Subrecipient
Dawn S. Wynn, City Attorney

IN WITNESS WHEREOF, Jonathan B. Brown, Deputy County Administrator, of the Department of Housing and Economic Development has hereunto set his hand this 20th day of August, 2026 and caused this Amendment 003 to Agreement (R2024-1573) to be executed on behalf of the Board of County Commissioners of Palm Beach County.

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

For its BOARD OF COUNTY COMMISSIONERS

By: _____
Jonathan B. Brown, Deputy County Administrator
Dept. of Housing & Economic Development

Approved as to Form and
Legal Sufficiency

By: _____
Timothy J. Carey
Assistant County Attorney II

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

By: _____
Carlos R. Serrano
Deputy Director

Resolution Number 99-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the receipt of additional FY20-21 and FY22-23 CDBG funds in the amount of $218,000 for a total of $1,114,973 for the Lindsey Davis Senior Center (1550 28th Street); authorizing the Chief Financial Officer to amend the Project 25016 budget to $1,511,373; authorizing the Chief Financial Officer to make payment from Projects 23019-Parks Master Plan and 25016 Lindsey Davis Renovations; and providing an effective date.

Whereas, in accordance with the provisions of the City's Code of Ordinances, an Invitation to Bid was publicly solicited through Bid No. 1202-ITB-25-4 for Lindsey Davis Senior Center Renovations, with the basis of award being to the lowest responsive and responsible bidder; and

Whereas, the solicitation was advertised on BidNet on July 22, 2025, with bids due on August 26, 2025; and

Whereas, three bid responses were received and All-Site Construction, Inc., submitted the lowest responsive, responsible bid in response to the solicitation and its requirements; and

Whereas, staff recommends that the City Council authorize the Mayor and City Clerk to execute a contract with All-Site Construction, Inc.; and

Whereas, Project Numbers 23019 and 25016 were allocated in the Capital Budget for improvements at Lindsey Davis Senior Center.

Whereas, on October 15, 2025 the City Council approved Resolution 111-25 authorizing $2.188M in a workorder to All-Site Construction.

Whereas, in April 2026 All-Site Construction notified the City that the existing trusses, HVAC, and duct systems were dilapidated beyond repair and this change order was negotiated for this scope change.

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. The City Manager may execute amendments to the CDBG agreement to add $218,000 for a total of $1,114,973.

Section 2. That the Director of Finance and Administrative Services is authorized to amend the Project 25016 budget to $1,511,373.

Section 4. That the Director of Finance and Administrative Services is authorized to make payment for same from Project Numbers 23019 and 25016.

Section 5. This Resolution shall take effect immediately upon its passage and approval by the City Council.

Passed and Adopted this 5th **day of** August **, 2026.**

Approved:

Douglas Lawson

Douglas Lawson
Mayor

Attest:

Debrah Hall

Debrah Hall
Certified Municipal Clerk
Acting City Clerk

MOTIONED BY: G. SPIRITIS

SECONDED BY: F. DAVIS-PANIER

B. GUYTON: AYE

K. MILLER-ANDERSON: NAY

S. LANIER: NAY

G. SPIRITIS: AYE

F. DAVIS PANIER: AYE

Reviewed As To Legal Sufficiency

Dawn S. Wynn
City Attorney

Date: 8/5/2026

City of Riviera Beach, Florida
1481 15th Street
Riviera Beach, Fl 33414
Web: www.rivierabeach.org
Office: (561-845-4080)

Date: July17, 2026

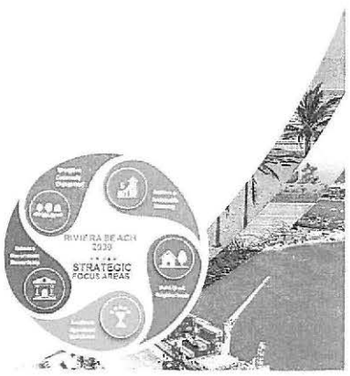
To: Axel Miranda, Director
Palm Beach County
Department of Housing and Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

Re: Request to amend CDBG Agreement R2024-1573 Lindsey Davis Community Center and reallocate funds from Agreement R2023-0792 Brooks Playground

Dear Mr. Miranda:

The City of Riviera Beach formally requests to reallocate $218,000 funding under FY2020-2021 and FY2022-2023 from R2023-0792 Brooks Play Ground to R-2024-1573 Lindsey Davis Renovation towards completion of the project currently under construction. Below please find more detailed information on this request:

a) Project Name: **Linsey Davis Senior Community Center**
b) Description: Renovation and expansion of the existing Community Center
c) Location of project: 1550 W 28th Street, Riviera Beach, FL 33404
d) Funding amount and Fiscal Year: $896,973/FY24
e) Agreement (R#2024-1573)
f) Outline Request: City request to Amend Agreement (R#2024-1573) to add unused funds in the amount of $218,000 from the Agreement (R#2023-0792) Brooks playground to the Linsey Davis Senior Community Center project.
g) **Justification**: During construction of Lindsey Davis, it was discovered that there was damage to the truss system from termites. This unknown damage has caused a change in scope to address the trusses that have to be replaced/refurbished.
h) A New Itemized Budget is below indicating how the additional $218,000 will be utilized:



SCHEDULE "III" - AMENDMENT 003

ORGANIZATION: City of Riviera Beach	**CONTACT NAME: Terrence N. Bailey, P.E.**
PROGRAM: CAPITAL IMPROVEMENT - Lindsey Davis Senior Community Center	**TITLE: City Engineer**
FY2020-21, FY2021-22, FY2023-24, FY2024-25 & FY2025-26 PBC CDBG Program	**PHONE: 561-845-4066**

A. CAPITAL IMPROVEMENTS PROJECT

PROJECT DELIVERABLES	TOTAL ESTIMATED COSTS	Palm Beach County CDBG Funding	% Alloc to Program	City of Riviera Beach Funding	% Alloc to Program	State Funding	% Alloc to Program	TOTAL
Planning & Design	$ 188,292.00		0%	$188,292	0%	$0	0%	**$188,292**
Space Reconfiguration & Expansion	$ 665,000.00	$ 155,692.00	0%	$509,308	0%	$0	0%	**$665,000**
Building Renovation & Addition	$ 1,748,870.46	$ 959,281.00	0%	$789,589	0%	$0	0%	**$1,748,870**
Finishes and Fixtures Replacement	$ 260,064.63		0%	$260,065	0%	$0	0%	**$260,065**
TOTAL PROJECT ESTIMATE	**$ 2,862,227.09**	$1,114,973.00		$1,747,254		$0		**$2,862,227**
TOTAL PROJECT BUDGET		**$1,114,973.00**		**$1,747,254**		**$0**		**$2,862,227**

i) A new Project Schedule is attached to this letter
   1) See attached

j) Revised Performance Requirements are as follows:
   1) Award Construction Contract by or before: Awarded October 15, 2025
   2) Request 50% of CDBG funds from County by: September 30, 2026
   3) Complete CDBG funded Items/Construction by: March 31, 2027
   4) Request 100% CDBG funds ("Final Reimbursement"): December 31, 2028
   5) CDBG Capital Improvement Agreement Expiration Date: December 31, 2028

Enclosed please find an updated application for the Lindsey Davis project with the above referenced changes to budget and dates. In addition, a copy of Change Order 1 for $225,514.24 for additional scope needed to properly complete the project. There was a ice machine drain that was left off of the construction plans that must be added to the project. In addition, it was discovered that the roof truss system had been compromised by termites. The City removed the ceiling to have a thorough structural inspection completed. The structural engineer provided a plan, enclosed, for repair and replacement of the majority of the trusses. Finally, while working on the project, it was discovered that three of the existing AC units on the roof needed replacement. The City requests that this additional scope be allowed to qualify for utilization of the $218,000 funding allocation. The city is committed to provide any additional funding needed in excess of the CDBG funds allocated to the project.

If you have any questions, please do not hesitate to call.

Sincerely,

William "Bill" Wilkins
Interim City Manager



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

City of Riviera Beach, Florida
1481 15th Street
Riviera Beach, Fl 33414
Web: www.rivierabeach.org
Office: (561-845-4080)

Date: July 8, 2026

To: Tessa Wattley
Housing Program Coordinator
Dept. of Housing and Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

Re: Signatories for the City of Riviera Beach

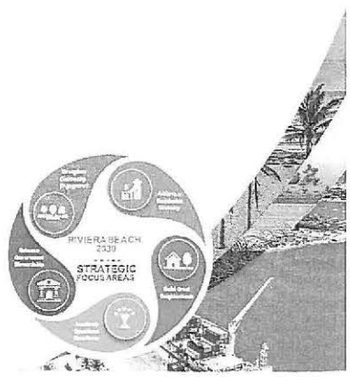
Dear Ms. Wattley:

The City Manager shall execute agreements and/or amendments with Palm Beach County, on behalf of the City of Riviera Beach following review, legal sufficiency, and approval by the City Council. The current City Manager is William E. Wilkins.

If you have any questions, please do not hesitate to call.

Sincerely,

Terrence N. Bailey. P.E.
City Engineer



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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/20/2026

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, LLC 2255 Glades Road Suite 240W Boca Raton FL 33431	CONTACT NAME: PHONE (A/C, No, Ext): 305-592-6080 FAX (A/C, No): 305-592-4049 E-MAIL ADDRESS:
INSURED RIVIBEA-02 City of Riviera Beach 600 W Blue Heron Blvd Riviera Beach FL 33404	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Gemini Insurance Company — 10833 INSURER B : Fortegra Specialty Insurance Company — 16823 INSURER C : Safety National Casualty Corporation — 15105 INSURER D : Underwriters at Lloyd's London — 15792 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1190033889 **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	
D	X COMMERCIAL GENERAL LIABILITY			PK1004725	12/15/2025	12/15/2026	EACH OCCURRENCE	$ 1,650,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,300,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
D	AUTOMOBILE LIABILITY			PK1004725	12/15/2025	12/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,650,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			XPE000017305	12/15/2025	12/15/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ABL100009501 SP4067673	12/15/2025 12/15/2025	12/15/2026 12/15/2026	X PER STATUTE [ ] 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: $1,650,000 per Occurrence in excess of $350,000 SIR
AL Limits: $1,650,000 per Occurrence in excess of $350,000 SIR
Insurer D WC Limit: Statutory Excess of $750,000 SIR
Insurer C: $100,000 excess $650,000 SIR Buffer
Insurer D WC EL Limit Excess of $750,000 SIR

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach FL 33406

CANCELLATION

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
Arthur J. Gallagher Risk Management Services, LLC

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CDBG CAPITAL IMPROVEMENT AGREEMENT

BETWEEN PALM BEACH COUNTY

AND

CITY OF RIVIERA BEACH

R 2024 1573 NOV 19 2024

THIS AGREEMENT, (the "Agreement") with an effective date of **October 1, 2024** ("Effective Date"), by and between **Palm Beach County** ("County"), a political subdivision of the State of Florida, 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** ("Subrecipient").

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-24-UC-12-0004) for the execution and implementation of a Community Development Block Grant 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, in accordance with its **FY2024-2025** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **$203,515** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. **DEFINITIONS**
   - (A) "County" means Palm Beach County.
   - (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
   - (C) "DHED" means Palm Beach County Department of Housing & Economic Development.
   - (D) "Subrecipient" means the **City of Riviera Beach**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
   - (E) "DHED Approval" means the written approval of the DHED Director or his designee.
   - (F) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
   - (G) "Low and Moderate Income Persons" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.
   - (H) "Program Income" means *gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as* defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.

(I) "Revenues" means funds generated by activities housed on a property assisted with CDBG funds.

(J) "Project" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.

(K) "County's Urban County Program" shall mean the Urban County Qualification Program as defined by HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. **TIME OF PERFORMANCE**

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 30, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

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

The Subrecipient certifies that the activity(ies) carried out under this Agreement will Constitute **Public Facilities and Improvements, under 24 Code of Federal Regulations (CFR) 570.201(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objectives of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit "A" and defined in 24CFR 570.208(a)(1)(i).

5. **FUNDING DISBURSEMENT TO SUBRICIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **$203,515**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

In order to do business with County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService.

If Subrecipient intends to use sub-consultants, Subrecipient shall ensure that all sub-consultants are registered as consultants in VSS. All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants are registered in VSS.

6. **CONDITIONS FOR PROJECT IMPLEMENTATION**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**
The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED.

The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

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

(B) **FINANCIAL ACCOUNTABILITY**
The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient 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 if the Project is being managed in accordance with the requirements of this Agreement.

(C) **SUBCONTRACTS**
Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(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 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**
Disbursement of funds 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 HUD REQUIREMENTS**
DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. **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 Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be 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 Subrecipient 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 Subrecipient 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 Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient 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 Subrecipient 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. Subrecipient shall include this language in its subcontracts.

8. **PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least 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 Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. **AUDITS AND INSPECTIONS**

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. **REPAYMENT PROVISIONS**

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

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

11. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

12. **REVERSION OF ASSETS**

Upon expiration of this Agreement, the Subrecipient 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 Subrecipient's control upon expiration or earlier termination of this Agreement 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 Subrecipient shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. **DATA BECOMES COUNTY PROPERTY**

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

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold 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 and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. **RECOGNITION**

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient 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 Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. **ADDITIONAL REFERENCE DOCUMENTS**

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

(A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
(B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(E) Florida Statutes, Chapter 112;
(F) Palm Beach County Purchasing Code;
(G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(H) Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/
(I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

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

19. **TERMINATION AND SUSPENSION**

In the event of early termination, the Subrecipient 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 Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient 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, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient 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 Subrecipient 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 awarded 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 HUD specifies.

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

20. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. **NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Sherry Howard, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Roberto Travieso, Director of Public Works
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

24. **INDEPENDENT CONTRACTOR AND EMPLOYEES**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

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

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion.

Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. **SUCCESSORS AND ASSIGNS**

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. **INDEBTEDNESS**

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient 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. **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 Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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.

34. 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 state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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.

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 Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The Subrecipient 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 Subrecipient 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 Subrecipient does not transfer the records to the County.

D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient 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 Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient 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 Subrecipient 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. Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'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@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. **COUNTERPARTS OF THE AGREEMENT**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. **E-VERIFY EMPLOYMENT ELIGIBILITY**

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. **CDBG SPECIFIC REQUIREMENTS**

A. Compliance: The Subrecipient 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 Subrecipient does not assume the County's environmental

responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient 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. The **Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. 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.**

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

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, 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 Subrecipient 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 Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for 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 the Consolidated Plan approved by HUD.

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

F. 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, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

G. Drug-Free Workplace: The Subrecipient 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.

H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions)

in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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WITNESS our Hands and Seals on this 18th day of September, 2024.

(SUBRECIPIENT SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Ronnie L. Felder, Mayor

By: _____
Debrah Hall-McCullon, CMC, FCRM
Acting City Clerk

By: _____
~~Jonathan Evans, City Manager~~
Deirdre Jacobs, Assistant City Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

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

R 2024 1573 NOV 19 2024

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

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

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

By: _____
Sherry Howard
Deputy Director

Z:\CDBG\FY 2024-25\CAPITAL IMPROVEMENTS\RIVIERA BEACH_Lindsey Davis Center\AGREEMENT\FINAL_RIVIERA BEACH_CDBG CAPITAL AGREEMENT FY24-25.docx

EXHIBIT "A"

CAPITAL PROJECT SCOPE OF WORK

A. **PROJECT SCOPE**: The scope of work for the interior and exterior renovations at the Lindsey Davis Senior Community Center shall include, but not be limited to the reconfiguration of existing spaces including demolition and expansion to improve functionality of Multi-Purpose Room, Kitchen, Storage Room, Restrooms, Office, Reception Area, Computer Lab, Arts & Crafts, installation of audiovisual and security equipment, new fixtures, fittings, cabinetry, wall finishes, upgraded parking, site drainage, exterior lighting, and landscaping in compliance with ADA and Florida Accessibility Standards for the activities undertaken. Improvements typical of interior/exterior commercial building renovation type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Improvements are located at 1550 W. 28th Street, Riviera Beach, FL 33404 within the Lindsey Davis Senior Community Center.

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

Procurement process and contract award for all goods and services shall be in compliance with the City's Procurement Code, 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

In the event specifications for goods, services and or construction activities are required, the following shall apply:

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

(a) Clearly note that specified brand name(s) are used for descriptive purposes only,
(b) State that "equal" equipment or materials will be accepted, and
(c) Identify the minimum requirements to establish equality.

(2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award. **The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply.**

The advertisement shall also encourage participation by MBE/WBE, Section 3 businesses, meet requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).

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

Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

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

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

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

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

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

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

B. **PROFESSIONAL SERVICES**: The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the renovation activities at the Lindsey Davis Senior Community Center, located within the City of Riviera Beach. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

C. **FUNDS DISBURSEMENT TO SUBRECIPIENT**

The County agrees to disburse Grant Funds on a reimbursement basis to the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the Effective Date of this Agreement, nor shall it request reimbursement for payments made after the Expiration Date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request disbursements of funds from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for disbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the disbursement and its amount, as well as the name and signature of the person making the request. Disbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment, the Palm Beach County Finance Department shall make payment as stated above.

D. **PERFORMANCE REQUIREMENTS**: The time-frame for completion of the outlined activities shall be as follows:

Award Construction Contract by:	June 30, 2025
Submit for 50% Reimbursement of CDBG Funds by:	November 30, 2025
Complete Construction by:	April 30, 2026
Submit for 100% Reimbursement of CDBG funds by:	June 30, 2026

If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

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

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

F. **DAVIS-BACON AND RELATED ACTS (DBRA)**:
The Davis-Bacon Act Coverage applies to contracts in excess of $2000 to which the Federal Government or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works and requires that contractors and subcontractors pay their laborers and mechanics employed under such contracts no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Final Rule Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these Federal Requirements and Wage Decision(s) in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:
(1) Compliance with applicable DBRA Wage Decisions(s) or salaries per trade.
(2) Use of the Labor Compliance Reporting System (LCRS) to record work performed.
(3) Contractor and sub-contractor debarment affidavits.
(4) Obtaining contractor and subcontractor certified payrolls.

(5) Review of certified payrolls and documentation related thereto.
(6) Compliance actions for payroll related issues.
(7) Employee/worker interviews and follow-up review of certified payrolls.
(8) Ensure restitution due underpaid workers has been paid prior to project completion.

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

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED. **Prior to release of Retainage/Final Payment, the Subrecipient shall provide to DHED, proof in writing that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.**

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time, as outlined under 'County Obligations', of this Agreement.

G. **BUILD AMERICA BUY AMERICA (BABA)**

Subrecipient shall comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

(1) all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

(2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

H. **REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)**:
As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project.

The Subrecipient's contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

User Responsibilities

(1) Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
(2) Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
(3) Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
(4) Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:
(1) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
(2) The service will meet Subrecipient's requirements or expectations.
(3) Any stored data will be accurate or reliable.
(4) The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.

(5) Errors or defects will be corrected.
(6) The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed by County to the maximum extent permitted by applicable law.

I. **INSURANCE BY SUBRECIPIENT**:
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 maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and 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.

(1) **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.

(2) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

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.

(3) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

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:

(a) **Commercial General Liability**: Municipality shall maintain limit of liability insurance with minimum limits of $1,000,000 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 in the Description of Operations section or elsewhere: "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.

(b) **Business Automobile Liability**: Insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.

(c) **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

J. **BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current dollar amount set by the Federal Acquisition Regulation at 48 CFR subpart 2.1, which is adjusted periodically for inflation in accordance with 41 U.S.C. 1908, defined by HUD as Simplified Acquisition Threshold (SAT), the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current SAT, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current SAT.

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

L. REPORTS: The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Schedule "I" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Monthly Report. These Monthly Reports shall be submitted to DHED beginning with the month of the effective date of the Agreement. They shall be used by DHED to assess the Subrecipient's progress in implementing the project.

M. USE OF THE PROJECT FACILITY/PROPERTY: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

(a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
(b) The requirements of paragraph (2) of this section are met.

(2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

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

N. HUD SECTION 3 REQUIREMENTS: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75, as they apply to Section 3 Covered Projects as defined by HUD in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For the purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the herein described construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, excluding licensed professional services contracts entered into after November 30, 2020.

Section 3 Reporting Requirements: All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (D): Required Use of the Labor Compliance Reporting System (LCRS).

Additional Section 3 reporting requirements: In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

Section 3 Clause: The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

Section 3 Clause:

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient to the County for submittal to the Department of Housing and Urban Development.

(ii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iii) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

O. **ENVIRONMENTAL CONDITIONS**: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

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

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

P. COUNTY OBLIGATIONS:

(1) Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **$203,515**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.

(2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.

(3) Provide technical assistance to the Subrecipient when requested.

(4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.

(5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in paragraph P(2) above:

(a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
(b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

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

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SCHEDULE "I"

MONTHLY PERFORMANCE REPORT

Reporting Period:	Month		Year	
Subrecipient Name:				
Agreement/ MOU/ Amendments include Start Date, End Date				
Project Name:				

A. Reimbursement Request Requirements Per Agreement (Cumulative)	
50% reimb date	$0.00
100% reimb date	$0.00 *Total Funding Amount*

B. CDBG Reimbursement Requests

1. Enter information in the BLUE cells only. In Column C, enter the monthly Projected Reimbursement Request amounts for each month. The projections should meet the target dates in your agreement.
2. In Column D, enter the amount of Actual Reimbursement Requests, if any, for the reporting period.
3. Column F tracks the Actual Reimbursement Request vs. the full funding amount. In order to meet the July 15 Performance Requirements, the cells in Column F should be yellow by the July 15 date. In order to meet your 100% expenditure, the cells should be green by the 100% expenditure date.

A	B	C	D	E	F
Reporting Period	Cumulative Requirement per Agreement	Reimb Request per month (Projected)	Reimb Request per month (Actual)	Cumulative Reimb Request (Actual)	Difference to Total Funding Amount
Oct-22				0.00	0.00
Nov-22				0.00	0.00
Dec-22				0.00	0.00
Jan-23				0.00	0.00
Feb-23				0.00	0.00
Mar-23				0.00	0.00
Apr-23				0.00	0.00
May-23				0.00	0.00
Jun-23				0.00	0.00
Jul-23				0.00	0.00
Aug-23				0.00	0.00
Sep-23				0.00	0.00
Oct-23				0.00	0.00
Nov-23				0.00	0.00
Nov-23				0.00	0.00
Jan-24				0.00	0.00
Feb-24				0.00	0.00
Mar-24				0.00	0.00
Apr-24				0.00	0.00

MONTHLY PERFORMANCE REPORT (CONT'D)

May-24				0.00	☆ 0.00
Jun-24				0.00	☆ 0.00
Jul-24				0.00	☆ 0.00
Aug-24				0.00	☆ 0.00
Sep-24				0.00	☆ 0.00
Oct-24				0.00	☆ 0.00
Nov-24				0.00	☆ 0.00
Dec-24				0.00	☆ 0.00
Jan-25				0.00	☆ 0.00
Feb-25				0.00	☆ 0.00
Mar-25				0.00	☆ 0.00
Apr-25				0.00	☆ 0.00
May-25				0.00	☆ 0.00
Jun-25				0.00	☆ 0.00
Jul-25				0.00	☆ 0.00
Aug-25				0.00	☆ 0.00
Sep-25				0.00	☆ 0.00
Oct-25				0.00	☆ 0.00
Nov-25				0.00	☆ 0.00
Dec-25				0.00	☆ 0.00
TOTAL FUNDING		0.00	0.00		
difference to total funding		$0.00	$0.00		

C. Amounts Budgeted/ Expended to date:

Enter any additional sources of funds and the amount of the funds budgeted/ expended in this period.

Funding Source	Budgeted	Expended	Percentage Expended	Requested for Reimbursement
CDBG Funds		$0.00		$0.00
Other				
Other				
Total		$0.00		

D. Describe any changes in budgeted amounts during this reporting period, and the source of funds.

E. Project Performance

Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.

Performance Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Y/N
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				

MONTHLY PERFORMANCE REPORT (CONT'D)

Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

F. Describe your project progress during this reporting period.

G. Report prepared by:		
Enter the name of the person completing this report, contact number and the date of signing. Double-click on the X line to save a copy of this file and digitally sign this report.		
Name		**Signature** _X_
Tel/ Contact No.		
Date		

Send report to: Bud Cheney or Project Coordinator, CIREIS Division
Housing & Economic Development

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SCHEDULE "II"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.

(c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.

1. An Asbestos Abatement Specification (Work Plan)
2. Post Job submittals, reviewed and signed by the FLAC

(d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

(a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.

(b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan).
2. Post Job submittals, reviewed and signed by the FLAC.

(c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.

(f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient .

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.

(i) US Department of Labor, OSHA Standard Interpretation
1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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SCHEDULE "III"

PROJECT BUDGET

ORGANIZATION: City of Riviera Beach PROGRAM: CAPITAL IMPROVEMENT - Lindsay Davis Senior Community Center FY 2024-2025 PALM BEACH COUNTY CDBG									
								CONTACT NAME: Roberto Travieso TITLE: Director of Public Works PHONE: 561-845-3476	
A. CAPITAL IMPROVEMENTS									
Deliverables	% Alloc to Program	County CDBG Funding	% Alloc to Program	City Funding	% Alloc to Program	State Funding	% Alloc to Program	Other Funding	TOTAL
Planning & Design	0%	$0	0%	$76,500	0%	$0	0%	$0	$76,500
Space Reconfiguration & Expansion	0%	$0	0%	$100,000	0%	$0	0%	$0	$100,000
Building Renovation & Addition	0%	$120,000	0%	$520,000	0%	$0	0%	$0	$640,000
Parking Area Addition & Site Improvements	0%	$53,515	0%	$95,000	0%	$0	0%	$0	$148,515
Finishes and Fixtures Replacement	0%	$30,000	0%	$81,485	0%	$0	0%	$0	$111,485
Sub-Total		$203,515		$872,985		$0		$0	$1,076,500
TOTAL PROGRAM BUDGET		$203,515		$872,985		$0		$0	$1,076,500

NOTE: DHED reimbursement of eligible expenses in each category to be determined on an actual cost basis, provided the total CDBG FY24-25 funded allocation does not exceed **$203,515.**

EXHIBIT "B"

COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II

For purposes of this Exhibit "B" Subrecipient shall also be defined as Contractor

1. **Equal Opportunity.**

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering SUBRECIPIENT and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering SUBRECIPIENT may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering SUBRECIPIENT, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. <u>Contract Work Hours and Safety Act</u> (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

3. **Clean Air Act Clean Water Act (for contracts exceeding $150,000).**

(a) Clean Air Act (Contracts in excess of $150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection SUBRECIPIENT Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of $150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection SUBRECIPIENT Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. <u>Suspension and Debarment</u> (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to COUNTY, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the COUNTY. Upon request, successful Contractor agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of $100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding SUBRECIPIENT.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the COUNTY. Upon request, successful Contractor agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means the People's Republic of China.
Covered telecommunications equipment or services means:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines,
internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive SUBRECIPIENT on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any

system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Notice of COUNTY Reporting Requirements.

(a) General. The COUNTY is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the COUNTY to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the COUNTY may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the COUNTY as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the COUNTY to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to COUNTY policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time.

Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the COUNTY or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(b) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the COUNTY, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the COUNTY by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the COUNTY or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. COUNTY encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. COUNTY encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus are firms are used when possible.

18. Reimbursement. under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B)

CERTIFICATION REGARDING DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.

4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **City of Riviera Beach**

ADDRESS: **600 West Blue Heron Boulevard, Riviera Beach, FL 33404**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Jonathan Evans, City Manager **Date** 9/19/2024

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, ESQ.
CITY ATTORNEY

DATE: 9/18/2024

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding $100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient, **City of Riviera Beach**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Jonathan Evans, City Manager

Date 9/19/2024

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, ESQ.
CITY ATTORNEY
DATE: 9/18/2024

RESOLUTION NO. 127-24

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, Authorizing an Agreement between the City of Riviera Beach and Palm Beach County accepting Community Development Block Grant Funds in the amount of $203,515 from Palm Beach County for Fiscal Year 2024-2025 to implement certain interior and exterior improvements to the Lindsey Davis Senior Community Center; authorizing the Director of Finance and Administrative Services to establish an associated project account; and providing an effective date.

WHEREAS, the City's annual submission of an application to Palm Beach County for Community Development Block Grant Funds was granted; and

WHEREAS, Palm Beach County has approved said application and has allocated $203,515 to be utilized for the interior and exterior renovation of the Lindsey Davis Senior Community Center; and

WHEREAS, to access the funds, Palm Beach County requires execution of an Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. The City Council hereby approves the acceptance of Community Development Block Grant Funds from Palm Beach County for fiscal year 2024-2025 in the amount of $203,515.

SECTION 2. That the Mayor and City Clerk are authorized to execute the agreement.

SECTION 3. That the City Manager shall execute any necessary amendments to this agreement.

SECTION 4. That the Director of Finance and Administrative Services is authorized to establish an associated project number and to setup a budget in the CDBG fund in the amount of $203,515 for the exterior and interior renovation of the Lindsey Davis Senior Community Center.

SECTION 5. The Resolution takes effect upon its passage and approval by City Council.

Passed and Adopted this 18th **day of** September **, 2024.**

Approved:

Ronnie L. Felder
Mayor

Attest:

Debrah Hall-McCullon, CMC, FCRM
Certified Municipal Clerk
Acting City Clerk

MOTIONED BY: G. SPIRITIS

SECONDED BY: K. MILLER-ANDERSON

T. MCCOY:	AYE
K. MILLER-ANDERSON:	AYE
S. LANIER:	AYE
G. SPIRITIS:	AYE
D. LAWSON:	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

DATE: 9/10/2024

Sec. 31-42. - Grounds and criteria for approving applications for variances; imposing time limits on such approvals; prohibited variances.

(a) *Generally.* The development special magistrate may approve an application for a variance or relief from the land development code where such variance or relief is not contrary to the public interest, when owing to special conditions, a literal enforcement of the provisions of the land development would result in unnecessary and undue hardship. The development special magistrate may grant such variance or relief only where all criteria are met by the applicant.

(b) *Specifically.* The development special magistrate may grant an application for a variance or relief from the land development code based on the following criteria:

(1) *Mandatory specific criteria for approving variances or relief.* In order to authorize any variance or relief under the terms of this article, the development special magistrate must find all of the following specific criteria:

a. *Existence of special conditions or circumstances.* That a special condition or circumstance exists which is peculiar to the lands, structures, or building involved in the application.

b. *Conditions not created by applicant.* That the special condition or circumstance did not result from the actions or inaction(s) of the applicant.

c. *Special privileges not conferred.* That granting the variance or relief requested will not confer on the applicant any special privilege that is denied to other lands, building or structures.

d. *Hardship conditions exist.* That literal enforcement of the provisions of the ordinance would work unnecessary and undue hardship on the applicant and would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of existing ordinances.

(2) *Supplementary criteria to be used in any approval of a request for a variance or relief from the land development code.* The development special magistrate shall also use the following standards when granting a requested variance or relief from the land development code:

a. *Minimum variance only to be granted.* That the variance granted shall be the minimum variance that will make possible the requested use of land, building, or structure.

b. *Variances to lot minimum requirements.* Where a lot area, lot width or lot depth variance is applied for, no such variance may be granted provided vacant land is available, adjacent to the lot in question, sufficient to make the variance unnecessary. However, where the acquisition of such property would cause the adjacent property or structures to become nonconforming, then the acquisition option is invalid. The applicant for such variances or relief shall provide an affidavit with the application for variance stating that the above-mentioned conditions exist with respect to the acquisition of additional property.

c. *Not injurious to public welfare or intent of ordinance.* The grant of the variance or relief shall be in harmony with the general intent and purpose of the comprehensive plan and the land development code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

d. *Conditions and safeguards may be imposed.* In granting any variance or relief from the land development code, the development special magistrate may prescribe appropriate conditions and safeguards in conformity with the land development code. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall run with the land and shall be deemed a violation of the ordinance.

(c)

Time limit for variances. The development special magistrate may prescribe a reasonable time limit within which the action for which the variance is required shall be begun, or completed, or both. A variance granted by the development special magistrate shall automatically expire under the following conditions:

(1) The variance shall expire 180 days from the date of the rendition of the written decision, resolution or order of the development special magistrate granting the variance if a building permit has not been issued in accordance with the plans and condition upon which the variance was granted.

(2) The variance shall expire if a building permit issued in accordance with the plans and conditions upon which the variance was granted expires and is not renewed pursuant to the applicable provisions regarding renewal of building permits.

(3) A variance may be extended up to 180 days at the discretion of the development special magistrate.

(4) Variances shall not become operative until the applicant has fully complied with all conditions in the development special magistrate's order(s).

(d) *Prohibited variances.*

(1) *Use variances prohibited.* The development special magistrate shall not grant under any circumstances a variance that either (1) permits a use that is not generally or by special exception permitted in the zoning district involved, or (2) permits any use that is expressly or by implication prohibited by terms of the land development ordinance in the subject zoning district. Furthermore, no nonconforming use of neighboring lands, structures, or buildings in the same zoning districts, and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the authorization of a variance or request for relief from the land development code.

(2) *Density variances prohibited.* Under no circumstances shall the development special magistrate grant a variance which has the effect of increasing the density and the number of dwelling units to be allowed on residential property as defined in the applicable sections of the land development code.

(Ord. No. 4054, §§ 2, 3, 12-3-14)

Sec. 31-522. - Use regulations.

(a) *Uses permitted.* The following uses are permitted in the SP special preservation district:

(1) Private residential fishing or viewing platforms and docks for non-motorized boats may be permitted subject to the following regulations:

a. Platforms and docks shall not extend outward past the mean low water line.

b. Construction must be fully achievable from an on-shore location.

c. Permits must be obtained from DEP and/or all other applicable regulatory agencies.

(2) Mitigation land banks.

(3) Preservation land.

(b) *Special exception.* The following uses may be permitted in the SP special preservation district:

(1) None.

(c) *Uses prohibited.* The following uses shall be prohibited in the SP special preservation district:

(1) Any use not specifically stated as a use permitted within this section.

(Ord. No. 4147, § 2, 10-7-20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2024

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, LLC
2255 Glades Road
Suite 240W
Boca Raton FL 33431

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 #
INSURER A : Lloyd's Syndicate 2987	
INSURER B : Safety National Casualty Corporation	15105
INSURER C : Gemini Insurance Company	10833
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RIVIBEA-02
City of Riviera Beach
600 W Blue Heron Blvd
Riviera Beach, FL 33404

COVERAGES **CERTIFICATE NUMBER:** 1566887815 **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	X COMMERCIAL GENERAL LIABILITY			PK1004723	12/15/2023	12/15/2024	EACH OCCURRENCE	$ 1,650,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,300,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			PK1004723	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,650,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			XPE000017303	12/15/2023	12/15/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SP4067673	12/15/2023	12/15/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach FL 33406

CANCELLATION

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
Paul Murphy

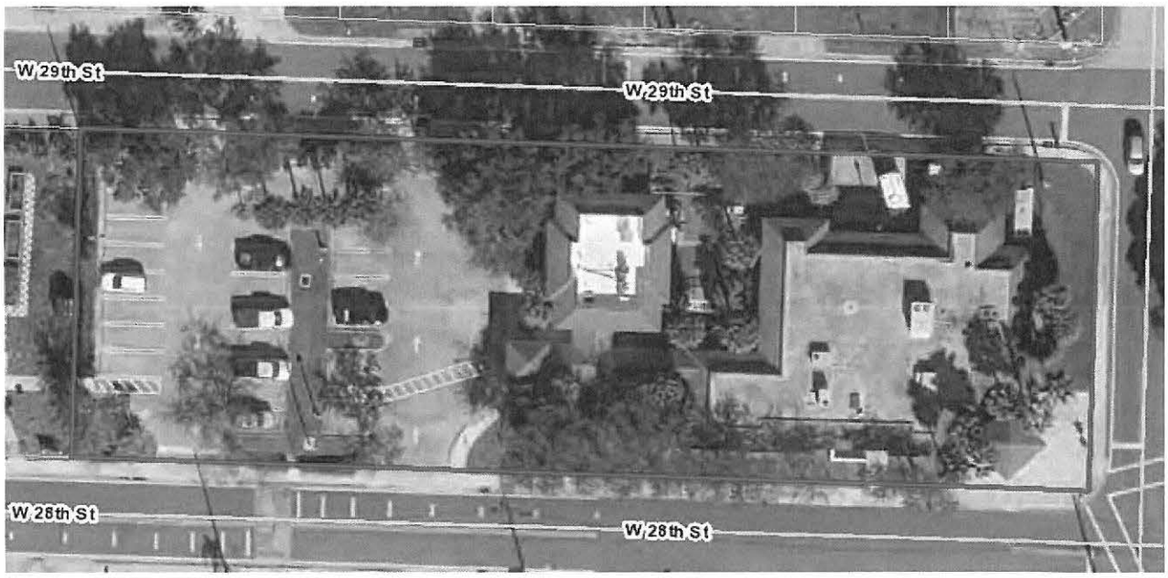
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Attachment 3

PROJECT LOCATION MAP – LINDSEY DAVIS SENIOR COMMUNITY CENTER

The City of Riviera Beach improvements at the Lindsey Davis Senior Community Center, located at 1550 W. 28th Street, Riviera Beach, FL 33404. See Project Location shown below:



ATTACHMENT 4

Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
(561) 233-3600
www.pbc.gov/hed

Palm Beach County Board of County Commissioners
Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

"An Equal Opportunity Employer"
Official Electronic Letterhead

07/27/26

The City of Riviera Beach
Attn: Mr. William E. Wilkins
City Manager,
1481 West 15th Street,
Riviera Beach, FL 33404

RE: Notification of Termination of Agreement (R2023-0792) and re-allocation of $218,000 in CDBG funds to Agreement (R2024-1573) between the City of Riviera Beach and Palm Beach County

Mr. William E. Wilkins,

Please accept this communication to confirm receipt and acceptance of your letter dated 7/17/26, and as notice of Termination for Convenience per Section 26(B) of the Agreement (R2023-0792) for the Brooks Playground project, between the City of Riviera Beach (Subrecipient) and Palm Beach County (County) dated April 28, 2023.

As a result, the Agreement (R2023-0792) is no longer valid or necessary and therefore terminated as of the date of this letter and the unexpended two hundred eighteen thousand ($218,000) dollars in CDBG funds shall be re-allocated by the County, to Agreement (R2024-1573) for the Lindsey Davis Senior Community Center (Project). As none of these funds were previously disbursed no repayment or reversion of assets is required or any further action by the City.

Should you have any questions in reference to this letter, please contact Jeffrey Bolton, at JSBolton@pbc.gov. Thank you for your efforts and interest in Palm Beach County.

Sincerely,

Jonathan B Brown, Deputy County Administrator
Department of Housing and Economic Development

Cc Axel Miranda, Department Director
Jeffrey Bolton, Division Director
Department of Housing and Economic Development

City of Riviera Beach, Florida
1481 15th Street
Riviera Beach, Fl 33414
Web: www.rivierabeach.org
Office: (561-845-4080)

Date: July17, 2026

To: Director Axel Miranda
Palm Beach County
Department of Housing and Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

Re: Request to terminate agreement CDBG R2023-0792-Brooks Playground and reallocate funds to Lindsey Davis Community Center CDBG R-2024-1573

Dear Mr. Miranda:

The City has unsuccessfully placed the above referenced project Brooks Project out to bid multiple times in an attempt to utilize the 2020-21 and 2022-23 funding allocation. The results the most recent bid resulted in a notice of no award. Below is a historical snapshot of the City's attempts to award the Brooks Center Park Improvement Project:

- CITB-1110-24-4/TB Brooks Center Park Improvement Project
  - Date Released: August 29, 2024
  - Date Closed: October 28, 2024
  - Number of Responses Received: 0
  - Result: No Award

- 1169-ITB-25-2 Brooks Center Park Improvements Project CDBG
  - Date Released: April 11, 2025
  - Date Closed: May 27, 2025
  - Number of Responses Received: 0
  - Result: No Award

- 1204-ITB-25-4 Brooks Center Park Improvements Project CDBG
  - Date Released: October 6, 2025
  - Date Closed: February 4, 2026
  - Number of Responses Received: 3
  - Result: All Bids Deemed Non-Responsive



The City of Riviera Beach formally requests to terminate R2023-0792 due to this inability to bid the project. The City also requests to amend our agreement R-2024-1573 for Lindsey Davis Renovation and utilize this amount $218,000 toward completion of the Lindsey Davis project currently under construction. Below please find a more detailed information on this request:

a) Project Name: **Brooks Playground**
b) Description: A stem play area adjacent to the Brooks Community Center
c) Location of project: 594 W 4th Street
d) Funding amount and Fiscal Year: $218,000/FY23
e) Agreement (R#2023-0792)
f) Provide Justification: The City procurement department placed the project out to bid on multiple occasions without success. It is the believe of staff that the federal requirements are incompatible with the playground vendors ability to comply.

The city is committed to provide any additional funding needed in excess of the CDBG funds allocated to the project.

If you have any questions, please do not hesitate to call.

Sincerely,
William E Wilkins
William "Bill" Wilkins
Interim City Manager

