

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

MEETING DATE: June 20, 2012

AGENDA ITEM SUMMARY NO. I-12-062-2

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
- ORDINANCE ON SECOND READING
- ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

**TITLE/SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF \$1,105,745 BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE CONTINUATION OF THE DISASTER RECOVERY INITIATIVE PROGRAM THROUGH SEPTEMBER 16, 2012; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO DISBURSE FUNDS PER THE COST OF REHABILITATION FOR HURRICANE WILMA RELATED DAMAGE NOT TO EXCEED \$45,000 PER UNIT; AND PROVIDING FOR AN EFFECTIVE DATE.

**RECOMMENDATION / MOTION:** To approve the resolution.

*Interim Deputy City Manager <i>[Signature]</i>	Library
*City Attorney <i>PAR 6/12/12</i>	Marina
*City Clerk <i>[Signature]</i>	Police
Community Development	Public Works
*Finance <i>RA 6/11/12</i>	Purchasing
Fire	Recreation & Parks
Human Resources	Utilities

APPROVED BY CITY MANAGER: *[Signature]*

DATE: 6-13-12

<b>Originating Dept.</b> Community Development <i>[Signature]</i>	<b>Costs:</b> <u>\$1,105,745</u>  <b>Current FY:</b> <u>2012</u> <b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other: HCD/DRI	<b>City Council Actions:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____
<b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required <b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required	<b>Budget Account Number:</b> 116-0717-525-0-4402 Rent & Leases 116-0717-525-0-4602 Repair & Maint.	<b>Attachments:</b> 1- Resolution 2- FIA 3- Exhibit A (Agreement)

**SUMMARY:** Palm Beach County entered into a contract with the State of Florida, Department of Community Affairs in connection with the United States 2005 Disaster Recovery Initiative (DRI) Program in which the State has grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program for damages incurred by 2005 Hurricane Wilma. In March 2008 the City entered into its initial agreement with Palm Beach County in the amount of \$1,236,000 for the implementation of the DRI Program; with subsequent amendments in April 2009, October 2009, February 2010, August 2010 and January 2011. Palm Beach County has provided to the City of Riviera Beach a new agreement that will be effective through September 16, 2012, in order to continue the reimbursement of funds and activities currently underway. Assistance under the program will be provided in order to rehabilitate and upgrade structures to meet applicable housing and building codes and to effectuate repairs of damages caused by Hurricane Wilma. Work on these properties may, for example include roofing, electrical, plumbing, structural repairs, painting, doors, windows and hurricane protection, provided that these repairs are a result of damages caused by Hurricane Wilma.

Since the inception of the DRI Program the City has received 85 applications and has processed 54 applicants. 13 of the houses have been rehabilitated. The City has received reimbursement by the County in the amount of \$130,255 and \$165,450 is pending approval by the County and reimbursement to the City. The City has 5 applicants that have the bids done and are awaiting approval by the County to move forward with construction in the amount of \$108,038. Also 9

applicants have the City write-ups completed and are at the County for write-up approval to move on to the bid process at an estimated \$275,576 worth of work for a total of \$679,319.

The execution of this agreement will allow the program to continue until the above applicants are served and the homes rehabilitated.

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**RECOMMENDATION/MOTION:** Staff recommends approval of the Agreement.

## Attachment 2.

### II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact: Disaster Recovery Initiative Program

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs	<u>\$1,105,745</u>				
External Revenues					
Program Income (City)	<u>\$1,105,745</u>				
In-Kind Match (City)					

#### NET FISCAL IMPACT

NO. ADDITIONAL FTE POSITIONS (Cumulative) 0

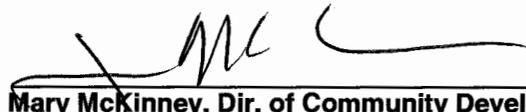
Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Account No.: Fund Dept/Div. Org. Object  
116-0717-525-0-4402 Rent & Leases  
116-0717-525-0-4602 Repair & Maint.

Reporting Category

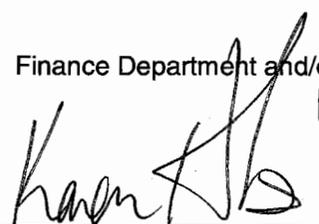
#### B. Recommended Sources of Funds/Summary of Fiscal Impact: Disaster Recovery Initiative Program

#### C. Departmental Fiscal Review:

  
Mary McKinney, Dir. of Community Development

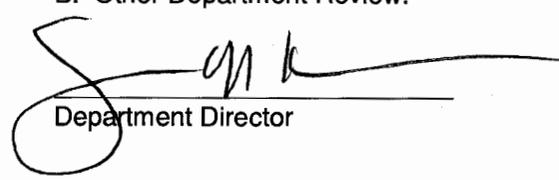
### III. REVIEW COMMENTS

#### A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

  
Finance Department

\_\_\_\_\_  
Purchasing and Grants

#### B. Other Department Review:

  
Department Director

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF \$1,105,745 BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE CONTINUATION OF THE DISASTER RECOVERY INITIATIVE PROGRAM THROUGH SEPTEMBER 16, 2012; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO DISBURSE FUNDS PER THE COST OF REHABILITATION FOR HURRICANE WILMA RELATED DAMAGES NOT TO EXCEED \$45,000 PER UNIT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative Program with funds provided by the US Department of Housing and Urban Development; and

**WHEREAS**, the City was originally allocated \$1,236,000 under the original contract in March 2008 to implement specified activities under the Disaster Recovery Initiative (DRI) Program; and

**WHEREAS**, the agreement, with attachments, is a continuation of the project contained in a prior agreement between the City of Riviera Beach and the County dated March 24, 2008 as amended in April 2009, October 2009, August 2010 and further amended in January 2011; and

**WHEREAS**, the purpose of the new agreement is to continue to make funds available to the City under the US Department of Housing and Urban Development funded DRI Program to implement the rehabilitation program; and

**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 approves the new agreement with Palm Beach County, for the continuation of the DRI Program.

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**PAGE 2**

**SECTION 2.** The City Council authorizes the Mayor and the City Clerk to execute the new agreement.

**SECTION 3.** The City Council authorizes the Interim Finance Director to disburse funds for the cost of rehabilitation for damage not to exceed \$45,000 per unit.

**SECTION 4.** This Resolution shall take effect immediately upon approval.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.**

\*\*\*\*\*THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY\*\*\*\*\*

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
BILLIE E. BROOKS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

B. BROOKS \_\_\_\_\_

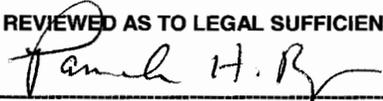
J. DAVIS \_\_\_\_\_

C. THOMAS \_\_\_\_\_

D. PARDO \_\_\_\_\_

S. LOWE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/12/12

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**CITY OF RIVIERA BEACH**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach 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, Florida 33404.

**WHEREAS**, Palm Beach County has entered into a Contract (number 07DB-3V-10-60-01-Z07) with the State of Florida, Department of Economic Opportunity, in connection with the State's 2005 Disaster Recovery Initiative Program which the State is implementing for the use of grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program; and

**WHEREAS**, the City of Riviera Beach was allocated certain funds under said Contract to implement specified activities under the 2005 Disaster Recovery Initiative Program; and

**WHEREAS**, Palm Beach County desires to engage the City of Riviera Beach to implement the activities associated with the funds allocated to it.

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

**PART I**

**DEFINITIONS, PURPOSE AND APPLICABLE CONDITIONS**

**1. DEFINITIONS**

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
- (3) "DES" means Palm Beach County Department of Economic Sustainability.
- (4) "Municipality" means the City of Riviera Beach.
- (5) "State" means the State of Florida, Department of Economic Opportunity (DEO).
- (6) "Contract" means contract number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida.
- (7) "DES Approval" means the written approval of the DES Director or his designee.
- (8) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

**2. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Part II of this Agreement. All the beneficiaries of a project funded under this Agreement shall be low and moderate income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES in its sole discretion.

**3. APPLICABLE CONDITIONS**

The Municipality shall be bound by the Contract to the extent applicable to this Agreement. Furthermore, the conditions applicable to the activities undertaken in connection with this Agreement shall include but not be limited to those listed below (as they may be amended

from time to time). Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;
2. Florida Small and Minority Business Act, s 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla Admin. Code.;
9. DEO Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R., part 800);
14. Preservation of Archaeological and Historical Data Act of 1966;
15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
16. Reservoir Salvage Act;
17. Safe Drinking Water Act of 1974, as amended;
18. Endangered Species Act of 1958, as amended;
19. Executive Order 12898 - Environmental Justice
20. Executive Order 11988 and 24 C.F.R. Part 55- Floodplain Management;
21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s 1251 et. seq.);
22. Executive Order 11990 - Protection of Wetlands;
23. Coastal Zone Management Act of 1968, as amended;
24. Wild and Scenic Rivers Act of 1968, as amended;
25. Clean Air Act of 1977;
26. HUD Environmental Standards (24 C.F.R. Part 58);
27. Farmland Protection Policy Act of 1981;
28. Clean Water Act of 1977;
29. Davis - Bacon Act;
30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;
31. The Wildlife Coordination Act of 1958, as amended;
32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.);
33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L. 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;
39. Executive Order 11296, relating to the evaluation of flood hazards;
40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.F.R., Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R., Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C. s. 201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892 - Fair Housing;
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R., Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246 - Non-discrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment /Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1924;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C. s. 1251 et. seq.);
58. OMB Circulars A-87, A-122 and A-133, as revised;
59. Administrative Requirements for Grants, 24 C.F.R. Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12;
61. Emergency Rule 9BER05-2, CDBG Disaster Recovery Funds;
62. HUD program requirements for disaster recovery projects as published in Federal Register, Vol. 69, No. 237 (December 10, 2004) [Docket No. FR-4959 - N-01].

## PART II

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

## PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT1. MAXIMUM COMPENSATION

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$1,105,745 (as more specifically detailed in Exhibit "A" hereto) for the period of beginning March 24, 2008, through and including September 16, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Reimbursement for Eligible Project Costs: The Municipality, having entered into an Agreement (R#2008-1483), dated March 24, 2008 with the County effective from March 24, 2008, to September 16, 2011, for the use of funds in connection with specified activities under the Community Development Block Grant, has not fully expended all of the aforementioned funds. Both parties are in mutual agreement to continue this project and utilize the remaining funds to provide specified activities for eligible activities. Therefore, the Municipality may submit reimbursement requests to DES for eligible costs incurred for eligible activities expended during the eligibility period between March 24, 2008 through and including the date of expiration of this Agreement.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under State Contract number 07DB-3V-10-60-01-Z07. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to September 16, 2012.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality'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 payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in DES Policies and Procedures Memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, 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 Federal, State, and County requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. 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." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(5) REPORTS, AUDITS, AND EVALUATIONS

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

(6) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, the State, or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All change orders;

- (c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A.

(8) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed in whole or in part by funds provided hereunder must be reported and returned to DES. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

**PART IV**

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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

3. PROGRAM BENEFICIARIES

All the beneficiaries of a project funded under this Agreement shall be low and moderate income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES in its sole discretion. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The Municipality shall provide written verification of compliance to DES upon DES's request.

4. EVALUATION AND MONITORING

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or designees, copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete all reports required. The Municipality shall allow DES, the State, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES, the State, or HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, the County, U.S. HUD, or the Comptroller General for

examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. REVERSION OF ASSETS

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

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County or DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

9. INDEMNIFICATION

The County and the City acknowledge the waiver of sovereign immunity for liability in tort contained in S.768.28 F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The County and the City agree to be responsible for all such claims and damages, to the extent and limits provided in S.768.28 F.S., arising from the actions of their respective employees.

10. INSURANCE

Without waiving the right to sovereign immunity as provided by S.768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under S.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

**CITY OF RIVIERA BEACH**

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

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

**ASBESTOS LEGAL LIABILITY OR THIRD PARTY POLLUTION LIABILITY**

When applicable the Municipality shall ensure that a contractor shall agree to maintain Pollution Liability, or similar Asbestos Legal Liability, at a minimum limit not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate providing coverage for damages including but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be provided on a stand-alone policy or by way of endorsement to the Commercial General Liability policy. When a self-insured retention or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to evaluating the acceptability of a higher self-insured retention or deductible in relationship to the Contractor's financial condition. Coverage shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an "Additional Insured."

11. **MAINTENANCE OF EFFORT**

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

12. **CONFLICT OF INTEREST**

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

13. **CITIZEN PARTICIPATION**

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

14. **RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

15. **AGREEMENT DOCUMENTS**

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

- (1) This Agreement, including its Exhibits, which the County may revise from time to

- time, as required;
- (2) Office of Management and Budget Circulars A-87, A-102, A-133, and 24 CFR Part 85;
  - (3) 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;
  - (4) 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;
  - (5) 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;
  - (6) Florida Statutes, Chapter 112;
  - (7) Palm Beach County Purchasing Code;
  - (8) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended;
  - (9) The Municipality's personnel policies and job descriptions; and
  - (10) The Municipality's Certificate of Insurance.
  - (11) Contract number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida.

The Municipality agrees to maintain all of these documents on file at its principal office. Also, the Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file.

16. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to DES or the County.

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

(1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(2) TERMINATION DUE TO CESSATION

In the event the grant to the County under the Contract is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the State specifies.

17. SEVERABILITY OF PROVISIONS

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

18. AMENDMENTS

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

19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and

to the Municipality's City Manager when delivered to its address on page one (1) of this Agreement. If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within ten (10) days of the change.

20. INDEPENDENT AGENT AND EMPLOYEES

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

21. 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 the said rights.

22. PUBLIC ENTITY CRIMES

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

23. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

24. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of forty-nine (49) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

25. ENTIRE UNDERSTANDING

This Agreement and its provisions between the parties hereto constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

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

(MUNICIPALITY SEAL BELOW)

**CITY OF RIVIERA BEACH**

BY: \_\_\_\_\_  
Thomas Masters, Mayor

BY: \_\_\_\_\_  
Carrie E. Ward, City Clerk

BY: Samuel H. B.  
Attorney for Municipality  
(Signature Optional)

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

**FOR ITS BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Shannon LaRocque-Baas, P.E.  
Assistant County Administrator

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Journey Beard, Director  
Contract Development & Quality Control

**EXHIBIT A**  
**WORK PROGRAM NARRATIVE**

**I. THE PARTIES AGREE THAT:**

- A. **PRIOR AGREEMENT:** The project contained in this Agreement is a continuation of the project contained in a prior agreement between the Municipality and the County (R2008-1484) dated March 24, 2008, as amended by Amendment 001 (R2009-0650) on April 21, 2009, and by Amendment 002 (R2009-1675) on October 6, 2009 (collectively hereinafter the "First Agreement") a continuation of the project contained in a prior agreement between the Municipality and the County (R2010-1419) dated August 10, 2010, and subsequently approved on September 14, 2010 (hereinafter the "Second Agreement"), and a continuation of the project contained in a prior agreement between the Municipality and the County (R2011-0620) dated January 6, 2011 (hereinafter the "Third Agreement"). The terms and conditions of said First Agreement, Second Agreement, and Third Agreement are incorporated herein by reference.
- B. **ELIGIBLE PAYMENTS AND/OR REIMBURSEMENTS:** All payments and/or reimbursements deemed eligible under the First, Second and Third Agreements shall be eligible under this Agreement.
- C. **PROJECT ACCOMPLISHMENTS:** The project requirements contained in the First, Second and Third Agreements are repeated herein in substantial form. Changes have been made in order to update these requirements for this Agreement. The parties recognize that the following project activities have been accomplished, and where indicated below, the County has paid and/or reimbursed the Municipality for such project activities:

To date, the Municipality has obtained DES funding approval for five (5) applicants and seven (7) files were reimbursed. The Municipality has accepted applications, proposed applicant files, received funding approval from the County for homeowners, expended funds on rehabilitation activities, and received reimbursement from the County in the amount of \$94,255 from the \$1,200,000 allocated for rehabilitation construction costs and related expenses regarded as eligible under the First, Second and Third Agreements.

**II. THE MUNICIPALITY AGREES TO:**

- A. **OVERVIEW:**  
 The purpose of this Agreement is to make funds available to the Municipality under the State of Florida funded 2005 Disaster Recovery Initiative Program to enable the Municipality to implement a rehabilitation program ("Program") in conjunction with which it may provide technical and financial assistance to qualified low and moderate income property owners (as defined herein) who reside in detached one dwelling structures (entirely used for residential purposes) and located within its municipal boundaries. The Municipality agrees to assist a minimum one hundred (100) households, and agrees that it shall provide assistance under this Program to rehabilitate and upgrade these structures to meet applicable housing and building codes in order to effectuate repairs of damages caused as a result of Hurricane Wilma. Work on these properties may include, but is not limited to, roofing, electrical, plumbing, structural repairs, painting, doors, windows, and hurricane protection, provided that these repairs are practical and feasible. The final number of homes addressed with funding made available under this Agreement shall depend on the actual cost of undertaken projects, and therefore may vary from the stated number.
- B. **REGULATORY STANDARDS:**  
 The regulatory standards applicable to the activities undertaken in connection with this Agreement shall include but not be limited to the ones listed below, and those enumerated elsewhere in this Agreement. Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

**HUD:** U. S. Department of Housing and Urban Development regulations (24 CFR Part 570).  
**HUD:** U. S. Department of Housing and Urban Development regulations (24 CFR Part 35).  
**HUD:** HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.  
**TITLE X:** Title X - Residential Lead-Based Paint Hazard Reduction Act of 1992.  
**EPA:** U.S. Environment Protection Agency regulations (40 CFR Part 745).  
**EPA:** U.S. Environment Protection Agency regulations (40 CFR Part 61).  
**OSHA:** Occupational Safety and Health Administration regulations (29 CFR Part 1926).  
**PBC:** Palm Beach County Purchasing Code.

The Municipality recognizes and understands that the applicable regulations, statutes, ordinances, or all other applicable documents may be amended from time to time during the term of this Agreement. The Municipality agrees to abide by all such amendments as relates to the activities undertaken in connection with this Agreement, and as determined by DES.

The Municipality recognizes and understands that during the term of this Agreement, new regulations, statutes, ordinances, and other applicable documents may be issued that affect the activities undertaken in connection with this Agreement. The Municipality agrees to abide by all such new regulations, statutes, ordinances, and other applicable documents as determined by DES.

Should, after the execution of this Agreement, it be discovered that requirements concerning certain activities to be undertaken in connection with the Agreement are absent, the parties agree to abide by the decision of the State on such requirements. In the instance that the State elects not to provide a decision on an absent requirement, or allows for a local choice in the matter, the parties agree that all requirements pertaining to any such matter shall be at the discretion of the County.

C. PROGRAM ADMINISTRATOR:

The Municipality shall designate an employee of the Municipality to be the "Program Administrator" in connection with projects undertaken this Agreement, and shall notify DES of the identity of such Program Administrator. The Program Administrator shall act as the primary contact person between DES staff and persons designated by the Municipality to be involved in implementing projects undertaken under this Agreement. In addition to channeling communication between DES, the Municipality, and the above described designated persons, the Program Administrator shall review all materials and files submitted by the Municipality to DES in connection with this Agreement, and shall be the recipient of all materials and files provided by DES to the Municipality. The Program Administrator shall track and maintain awareness of the status and progress of all undertaken projects and submit the reports required hereunder.

D. PROGRAM INSPECTOR:

The Municipality shall utilize an "Inspector" in connection with this Agreement. The Inspector shall either be an employee of the Municipality or a qualified consultant under contract with the Municipality. The costs of such employee or such consultant shall be reimbursable as an activity delivery cost, or as approved by DES.

The Inspector shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Inspector shall, at minimum, perform inspections of residential structures for compliance with housing and building codes, determine the feasibility of undertaking rehabilitation, prepare construction specifications and cost estimates, review construction bids, inspect rehabilitation construction work in progress, and review and approve contractor payment requests. The Inspector shall be able to review lead-based paint inspection and risk assessment reports and determine the actions to be taken to comply with federal lead-based paint regulations, maintain inspection records and reports, prepare change orders, initiate various notification letters and conduct necessary correspondence.

E. PROGRAM ADVISOR:

The Municipality shall utilize an "Advisor" in connection with this Agreement. The Advisor shall either be an employee of the Municipality, or be a qualified consultant under contract with the Municipality. The costs of such employee or such consultant shall be reimbursable as an activity delivery cost, or as approved by DES.

The Advisor shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Advisor shall, at minimum, perform a variety of program implementation tasks including the participant application process, the applicant eligibility determination process, financial underwriting, project closings, and expenditure tracking and reconciliation.

F. OUTREACH AND APPLICANT SELECTION:

The Municipality's outreach effort in publicizing the rehabilitation program being undertaken in connection with this Agreement shall include announcements at public meetings and community events, distribution of flyers/brochures to affected residents, announcements through electronic and print media, and dissemination of program information through other service providers in the community.

The Municipality shall develop, publish to its residents, and use its own selection method for applicants to be funded under this Agreement, provided that such method is fair and equitable, and provided that it does not in any manner violate any of the provisions contained in this Agreement.

G. THE APPLICATION PROCESS:

The Municipality shall invite each selected applicant to submit a written, signed, and dated application (for the purposes of this Agreement, all owners of a property to be rehabilitated who reside at such property shall be regarded as applicants, and "applicant" as referred to herein shall also mean the plural term "applicants"). The Municipality shall advise the applicant of the Program's objective and explain the type of work undertaken under the Program without specific reference to the applicant's property. Applicants shall be advised that the primary purpose of the Program is to address property deficiencies to the extent practicable and feasible to meet applicable housing and building code standards and to effectuate the repair of damages caused as a direct result of Hurricane Wilma.

Applicants shall be advised of Program requirements to receive assistance and the steps involved in the rehabilitation process and their role in it. Applicants shall also be informed of the financing arrangements available under the Program.

The application shall solicit information about the applicant such as:

- Name of applicant(s) and any other household members residing at the property (whether related to the property owner or not) and relationship to property owner(s) as well as contact telephone numbers.
- Address of the property, legal description and the Property Control Number.
- Social security numbers, dates of birth of applicant(s) and ages of household members.
- Employment information on all household members.
- All other income for the household including: wages, salaries, bonuses, pensions, social security, disability, unemployment, self employment, rental income, interest, dividends, public assistance, alimony, child support, and income derived from assets.
- A listing of all assets owned by the applicant(s) and their associated value.
- Information about any mortgages on the property.
- Insurance information including name of insurer, agent, address, policy number, and type, amount, and dates of coverage.

In conjunction with accepting an application from a selected applicant, each such applicant shall be asked to submit documentation in support of the application, such as copies of: deed, mortgage(s), pay stubs, driver's license, social security card, death certificates, the last IRS tax return (last two returns for self-employed persons), and copies of insurance policies.

The Municipality shall obtain from the applicant for the applicant's file a copy of the driver's license or other picture identification document for each adult household member of the applicant, and shall obtain a copy of the social security card for each household member.

At the time of application submission, a preliminary review shall be made of the information provided and the applicant shall be requested to sign certain pertinent release forms that enable the Municipality to verify information in the application with outside parties. Other such forms shall also be signed by the applicant at later times as the need arises in the process of reviewing the application. These release forms for example include: employment verification, social security benefits verification, and pension verification.

## CITY OF RIVIERA BEACH

In order to avoid any duplication of benefits, applicants shall be asked to provide signed certifications regarding the receipt of any insurance, SBA, or FEMA payments for damages to the property resulting from Hurricane Wilma. The Municipality shall devise a certification form to be used by each applicant to certify whether or not the applicant received any insurance payments (which certification form shall be placed in the applicant's file). In addition, each applicant shall be required to sign a release form to be submitted to FEMA (provided herein as Exhibit "B") for the purpose of verifying the receipt of any FEMA payments in connection with damages resulting from Hurricane Wilma. The Municipality shall fax this release form to FEMA with a request for information, regardless of whether the applicant applied for, or received, any FEMA assistance, and place FEMA's response in the applicant's file. The County shall provide the Municipality with FEMA contact information at a later date. Furthermore, the Municipality shall verify whether the applicant received any assistance from the United States Small Business Administration (SBA) by verifying the presence of the applicant's name on a list of SBA recipients to be provided by the County to the Municipality at a later date. The Advisor shall complete, sign and place a form in the applicant's file indicating whether the applicant's name appears on SBA's list.

At time of application, the Municipality shall establish whether the applicant's property suffered damages as a direct result of Hurricane Wilma. As a condition for receiving assistance, each applicant must be documented as having had damage to their home from Hurricane Wilma by means of:

- A copy of an associated FEMA verification/claim, or
- A verified associated insurance claim, or
- DEO approval of a property identified on the "DRI Damage Assessment Report," which is attached as Exhibit "H" and is incorporated by reference. This Exhibit should be considered as a partial map. A comprehensive map of documented properties is maintained by the Municipality, or
- Approval by DES.

At time of application, the Municipality shall provide each applicant with a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", informing applicants of the potential risk of lead hazard exposure from renovation activity that may be performed in their homes, and the Municipality shall obtain from the applicant a signed receipt indicating that the applicant has received the stated pamphlet which receipt shall be placed in the applicant's file.

In conjunction with accepting an application from a selected applicant, the Municipality shall determine and document the "year built" of the applicant's home. The source to be used for "year built" information shall be the Palm Beach County Property Appraiser whose data may be accessed through the internet at <http://www.co.palm-beach.fl.us/papa/index.htm>. The Municipality shall obtain a print out of the "year built" information and place it in the file for each applicant.

### H. THE INITIAL INSPECTION PROCESS:

The Inspector shall perform an inspection of the property proposed for rehabilitation for the purpose of assessing the conditions of the property and to determine if rehabilitation is necessary and feasible. If the Inspector determines that the property did not sustain any damages from Hurricane Wilma, then the Municipality shall reject the application for assistance by providing the applicant written notice of such determination. If the Inspector determines that the property did sustain damages from Hurricane Wilma (as supported by the documentation mentioned above), then the Inspector shall determine if the repair of such damages as well as the work needed to address all housing and building code violations is feasible within the funding limits of the program.

In making this determination special attention shall be given to un-permitted additions and un-permitted enclosures. Un-permitted additions and un-permitted enclosures that can be practically improved as part of the rehabilitation process, and within the funding limits, may be undertaken. Un-permitted additions and un-permitted enclosures that cannot be practically improved as part of the rehabilitation process, and within the funding limits, shall be removed in conjunction with the rehabilitation process.

Rehabilitation shall be deemed "feasible" when the cost of complying with the requirements of the Program as specified in this Agreement can be achieved within the funding limits

established for the Program. That is, the cost of meeting the requirements of applicable code standards, hurricane damage repairs, lead-based paint remediation, hurricane protection, etc. In the event that the cost of complying with the requirements of the Program exceeds the funding limits established for this Program, rehabilitation may still be deemed "feasible" if the sum of the amount funded through this Program as specified in this Agreement plus amounts funded by the applicant (such as SBA/FEMA payments, insurance proceeds, or the applicant's personal funds) are sufficient to meet the cost of complying with the requirements of the Program.

In this regard, after considering the amount of funding per applicant as allowed by this Agreement, and any SBA/FEMA payments and insurance proceeds, the Advisor shall discuss the anticipated costs with the applicant, and explore the possibility and potential of the applicant providing the gap in funds needed for the project. As part of this discussion, the Advisor shall not only consider the rehabilitation cost estimate provided by the inspector, but also other associated costs such as mortgage recording fees and termite treatment costs. Pursuant to this discussion, the Municipality shall then reach a decision whether to further pursue the project based on the ability of the applicant to fund the aforesaid gap from the applicant's resources or from a lender. Upon determining that a project cannot be undertaken based on the above (that is, the project is not feasible), the Municipality shall issue the applicant an application rejection letter in which it shall provide the reason for the rejection. For every such rejected project, the Inspector shall prepare a cost estimate to be maintained in the applicant's file to support such a determination.

The Municipality shall proceed with processing projects that are deemed feasible. For projects built before January 1, 1978, which are feasible, the Municipality shall obtain a lead-based paint inspection/risk assessment report as specified below.

At the time of application intake or at any time thereafter during contact with an applicant or a household member of the applicant, if the Advisor finds out about a disability of the applicant or a household member of the applicant, the Advisor shall inform the Municipality's Inspector of such finding. Alternatively, the Inspector may find out about such a disability based on contact with an applicant or a household member. After determining that a project is feasible, and in conjunction with preparing a work write-up for a project, the Inspector shall obtain an affidavit from the applicant regarding the disability (if the disability affects a household member who is not a minor, either that person or the applicant may provide the affidavit). The Inspector may use a general affidavit form for this purpose. The affidavit must identify the person with the disability, it must describe the disability to the affiant's best knowledge, and it must describe the remedies proposed by the affiant to accommodate the disability that can be undertaken through the Program. The Municipality is encouraged to suggest the inclusion of any remedies that can be undertaken by the Program that come to its attention while in contact with the applicant, with household members, or while inspecting the property. The Municipality is cautioned not to omit any information the affiant wishes to put in the affidavit.

The original affidavit shall be placed in the applicant's file, and a copy must be presented with the work write-up when that is submitted to DES for approval before bidding as required below. DES shall examine the contents of the affidavit to determine if the work write-up has sufficiently addressed the accommodations needed, and consult with the County Attorney's office when necessary to achieve appropriate accommodation.

In this regard, the Municipality is reminded that in addition to physical impairments that may be encountered, disabilities may also include neurological impairments, mental impairments, and emotional impairments that might come to its attention. During its discussions with the applicant or a household member of the applicant, the Municipality shall inquire: a) if the disability is expected to be of long, continued, and indefinite duration, b) if the disability substantially impedes the person's ability to live independently, and c) if the disabled person's ability to live independently can be improved by more suitable housing conditions. The Municipality shall inform the applicant that disclosure of a disability will in no way affect the application for assistance.

I. THE VERIFICATION PROCESS:

During this process, the Advisor shall verify the information provided by the applicant with outside parties, and obtain additional information that is necessary in reaching a decision on whether to proceed with the project or not.

The verification process shall include:

- (a) **INCOME VERIFICATION:** The Municipality shall obtain written income verification of the applicant's household in order to establish eligibility under the Program. A household is defined as: "All persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements (24 CFR Part 570)". A household shall be regarded as being eligible to receive assistance under the Program if the projected prevailing rate of household annual income received from all sources by household size is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area. The current median income and schedule of qualifying incomes by household size shall be as revised and published in the Federal Register by HUD from time to time. The household annual income information to be used for eligibility determination under the Program shall be that in effect on the date funding is approved for each applicant.

Annual income of all household members shall be determined according to the HUD Section 8 method. In this regard, it should be noted that the HUD Section 8 method of computing income in part takes into account income from assets (actual and imputed, as applicable).

Income shall be verified through use of verification forms signed by the pertinent household member authorizing verification by the source of income or by obtaining documentation produced by a third party that establishes income information. Verification forms may include forms such as:

- Employment verification
- Unemployment benefit verification
- Pension benefit verification
- Social security benefit verification
- Disability benefit verification
- Veteran's benefit verification
- Verification of benefits administered by HRS
- Interest income verification

Each income earning household member must provide a signed copy of their last IRS return including attachments (last two (2) returns for a self-employed person). It is recognized that IRS rules do not require the filing of a return if a person's income for example is below a certain amount as established by the IRS and revised from time to time. In such instance where an income-earning household member does not file a return, a notation shall be so indicated on the application form.

The Municipality shall, for each adult household member who does not earn any income, obtain an affidavit from such household member indicating that no income is earned by such person.

In the course of establishing and verifying household income for each applicant, the Municipality shall reconcile annual income information with annual household expenses reported by the applicant or determined by the Municipality. While reviewing this income and expense data, the Municipality shall examine such data for consistency allowing for reasonable living expenses of the household (such as food, clothing, and transportation). Where annual obligations and other household expenses (such as mortgage payments, car loans, utilities, and real estate taxes) appear to constitute substantial portions of household income not allowing room for reasonable living expenses, the Municipality shall further investigate annual income and expense information with the applicant in order to resolve unreconciled differences between both. If resolution of such matters cannot be reached to the satisfaction of DES, the applicant's request for assistance may be suspended until satisfactorily resolved or else may be rejected.

- (b) **TITLE VERIFICATION:** The Municipality shall place in the file for each applicant copies of documents that show that the title of record to the property proposed for rehabilitation is held by the applicant (such as a deed or court order). (Tax records

shall not constitute adequate proof in this regard). (Documents showing that the applicant holds a life estate in the property shall be acceptable).

The Municipality shall assure that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005. If the applicant is not able to demonstrate compliance with this requirement, the Municipality shall reject the applicant from participation in the Program in writing. A copy of the rejection letter shall be maintained in the applicant's file.

- (c) REAL ESTATE TAX VERIFICATION: The Municipality shall place in the file for each applicant copies of documents that show that the real estate taxes for the property proposed for rehabilitation have been paid in full.
- (d) MORTGAGE VERIFICATION: In order to avoid funding an applicant who has mortgage obligations that are delinquent and that may lead to foreclosure and eventual loss of the property proposed for rehabilitation, the Municipality shall verify with the mortgagee that mortgage payments are current. Applicants, determined to have delinquent mortgage payments or who are in foreclosure shall be rejected by the Municipality in writing after having given the applicant a reasonable period of time to correct these conditions. Copies of rejection letters shall be maintained in the applicant's file.
- (e) INSURANCE VERIFICATION: In regard to homeowner and windstorm insurance coverage, the Municipality shall document such insurance if the applicant maintains such insurance on the property proposed for rehabilitation, noting that the Program does not require the applicant to carry such insurance.

However, if the property is in a flood zone "A" or flood zone "V", the applicant shall be required to maintain flood insurance on the property and the Municipality shall, before closing, maintain documentation evidencing such insurance coverage in the applicant's file. Such coverage shall be at least equal to the sum of the anticipated mortgage encumbrance against the property resulting from this Program and the balance of all other senior mortgage encumbrances against the property.

The applicant shall also provide copies of all insurance claims, insurance settlements, and insurance payments received in connection with damages to the property. The Municipality shall obtain from the applicant an affidavit in connection with all insurance funds received by the applicant for damages to the property. If the applicant did not receive any insurance funds for damages to the property, then the Municipality shall obtain from the applicant an affidavit to that effect to be placed in the applicant's file.

- (f) ENVIRONMENTAL REVIEW: The Municipality shall complete an Environmental Review Checklist Request form, provided herein as Exhibit "C", for each property proposed for rehabilitation and shall submit such form to DES. The Municipality shall place the Environmental Review Checklist provided to it by DES in response to its request in the applicant's file, and shall comply with all matters brought to its attention by DES as a precondition to proceeding with the project.
- (g) LEAD-BASED PAINT VERIFICATION: All dwelling units built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. The Municipality shall retain the services of an EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor to perform a surface-by-surface investigation (of all interior and exterior painted, stained, varnished or shellacked surfaces, regardless of whether or not such surfaces will be disturbed in course of rehabilitation) in order to determine the presence of lead-based paint, and shall submit to DES a report containing the results of the inspection and risk assessment. The report shall identify surfaces containing lead-based paint which are in a stable condition (regarded not to constitute a hazard), and surfaces which contain lead-based paint and which are deteriorated or subjected to friction or impact (regarded to constitute a hazard). The findings of the report shall be used by the Municipality in preparing the work items intended to accomplish lead-based paint remediation, and shall be used for the preparation and provision of the Lead-based Paint Notice of Evaluation and/or Presumption as required by

applicable regulations.

The services of the lead-based paint inspector/risk assessor retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. In such instance, the Municipality shall submit its request for proposals for consultant services package to DES and obtain a letter of approval prior to soliciting proposals, and the Municipality shall obtain DES approval prior to awarding the contract for these consultant services. (It is suggested that the above services also include the clearance testing services mentioned below).

The Municipality shall pay the lead-based paint inspector/risk assessor for the above mentioned reports and clearance testing services as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

J. THE WORK WRITE-UP PREPARATION PROCESS:

If upon review of the information verified through the preceding process the applicant appears to be qualified, a work write-up shall be prepared by the Inspector for the rehabilitation project. The work write-up shall contain a detailed list of construction specifications the execution of which will correct the deficiencies at the property and will upgrade the property to the extent practicable and feasible to applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). In conjunction with completing the work write-up, the Municipality shall conduct a Housing Quality Standards (HQS) inspection using the HQS documents/criteria and shall submit to DES a HQS inspection report. Within the HQS inspection report, the Municipality shall include photographs of all proposed work to be rehabilitated. Additionally, the Municipality shall include photographs of all finished work in the HQS inspections report after the completion of rehabilitation, and shall submit them to DES for approval. The work write-up shall also contain items to address lead-based paint remediation, hurricane protection, energy efficiency and conservation, and ones that are intended for the removal of architectural barriers and the correction of damages caused by Hurricane Wilma.

- (a) **CODE RELATED ITEMS:** These are work item that are intended to correct code violations, that is the correction of deficiencies at the property which are not in compliance with applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). These items may also include compliance with any historic preservation requirements applicable to the property.
- (b) **HURRICANE PROTECTION ITEMS:** The work write-up shall include work items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible.
- (c) **HOMEOWNER ASSOCIATION REQUIREMENTS:** Should the work write-up contain items that are also regulated by a homeowner association, then the work write-up shall address the requirements of the homeowner association for such items only, such as complying with color or style requirements for exterior building components, and obtaining homeowner association approval of building materials or exterior building components. In such instances the work write-up shall require the contractor to submit such for approval by the homeowner association prior to the commencement of the work.
- (d) **DISABILITY ACCOMMODATIONS:** In the event that an applicant and/or a household member has a disability that comes to the attention of the Municipality, an affidavit shall be obtained from the applicant/household member which contains remedies proposed by the affiant to accommodate the disability that can be undertaken through the program as previously described. When the disability is expected to be of long, continued, and indefinite duration, and if the disability substantially impedes the person's ability to live independently, and if the disabled person's ability to live independently can be improved by more suitable housing conditions, then the work write-up shall include such work items (remedies proposed by the affiant) that would accommodate the disability and that can be undertaken through the Program.

- (e) **REHABILITATION/DEMOLITION OF UN-PERMITTED ENCLOSURES AND ADDITIONS:** The work write-up shall provide for the improvement of existing un-permitted additions and enclosures such that they comply with applicable codes if feasible and practical, and within the funding limits. Un-permitted additions and enclosures that are not feasible or practical to improve as part of the rehabilitation process, and within the funding limits, shall be demolished. Mortgagee/lien-holder consent to demolish shall be obtained when there are existing mortgages/liens on the property.
- (f) **LEAD-BASED PAINT REMEDIATION:** If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:
- A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
  - A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
  - A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
  - A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

The work write-up shall include items that achieve the remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve the remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard, as well as items that address the remediation of dust and soil lead hazards. Lead-based paint remediation shall be undertaken using the "abatement" method which shall be performed by appropriately certified persons.

The work write-up may also include items that achieve the remediation of surfaces which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Municipality's option. The inclusion of such optional items may be intended to achieve a lead free house, or where the house is permanently occupied by at least one child less than six (6) years old.

The work write-up for abatement shall specify the scope of the hazard reduction activity, the lead hazard reduction duration, the status, and length in days, of occupant temporary relocation, the compliance requirements, the qualifications to perform the work, and shall require an occupant protection plan, clearance testing, and an abatement report.

- (g) **INCLUSION OF ENVIRONMENT REVIEW REQUIREMENTS:** The work write-up shall include any work required as a result of the completion of the environmental review of the property (such as noise attenuation).
- (h) **ASBESTOS CONTAINING MATERIALS:** Should the Inspector, while preparing the work write-up, encounter suspect asbestos containing materials, such as transite siding, or should the Inspector encounter a current or prior non-residential use of the property (the house and its surrounding site), then the Inspector shall inform DES of such observation. DES shall then cooperate with the Municipality to obtain an asbestos survey of the property in order to determine the presence of asbestos containing materials, which if found, shall be addressed in accord with applicable regulations. Each work write-up submitted to DES shall be accompanied by a certification from the Inspector who prepared the work write-up indicating whether or not there is any evidence of a current or prior non-residential use of the property. The

Municipality shall comply with all applicable requirements contained in Exhibit "J", attached hereto, for construction work in connection with the project funded through this Agreement.

- (i) **APPLICANT'S WORK WRITE-UP REVIEW AND APPROVAL:** The Inspector shall review the completed work write-up with the applicant who shall sign a review and approval statement indicating:
- That the work write-up has been reviewed with the applicant.
  - That the applicant understands the scope of work and the specifications of the work to be performed on the applicant's property.
  - The applicant's agreement that no changes to the work write-up specifications will occur except for items needed to meet housing or building code requirements.
  - The applicant's authorization allowing the Municipality to obtain bids for the work contained in the work write-up.
- (j) **DES WORK WRITE-UP APPROVAL AND IN-HOUSE COST ESTIMATE:** Each completed work write-up signed by the applicant shall be maintained in the applicant's file. After incorporation of any requirements resulting for the completion of the environmental review into the work write-up, the Municipality shall provide DES, for DES's approval before bidding, a copy of such work write-up showing the Inspector's in-house cost estimate for each item in the work write-up. The work write-up shall be accompanied by a copy of lead-based paint inspection/risk assessment report, a copy of the aforesaid asbestos certification as prepared by the Inspector, as well as copies of any disability affidavits. DES shall advise the Municipality of its determination concerning its review of the work write-up within ten (10) working days of its receipt.

K. **BIDDING AND BID EVALUATION:**

Bids for the work detailed in the work write-up shall be solicited by the Municipality from contractors on a list of bidders established by the Municipality. The Municipality shall determine the requirements (such as licensing and insurance requirements) to be met by such contractors for admission to the list of bidders. For projects requiring lead-based paint abatement, the rehabilitation contractor submitting a bid must be, or must hire, a certified lead-based paint abatement contractor as a subcontractor.

The bid documents to be used for this purpose shall include the address, property owner, and property owner contact information for the property to be rehabilitated, shall require bidders to visit the property, and shall specify the location, date, and time by which bids must be submitted. The bid documents shall specify the number of days after bid opening that bids are to remain valid. The bid documents shall contain provisions for addressing inconsistencies, interpretations, and supplemental instructions, as well as provisions for the modification, withdrawal, rejection, and award of bids. The bid documents shall contain the warranty and release of liens requirements as well as the insurance requirements for both the contractor and the lead-based paint abatement contractor (or subcontractor). The bid documents shall contain the Federal requirements applicable to projects funded under the Program.

For projects requiring lead-based paint abatement, the bid documents shall specify that the Program shall pay for the first clearance test to be undertaken in connection with the abatement for a project, and shall specify that the contractor shall be responsible for the cost of all subsequent clearance tests to be obtained by the Municipality for that project. The bid documents shall indicate that the cost of all clearance tests obtained by the Municipality and required for a project after the initial clearance test, shall be deducted from the contractor's payment.

For projects requiring lead-based paint abatement, the bid documents shall specify the number of days for which the Program shall pay for occupant temporary relocation, if any. The bid documents shall specify that the Program shall pay for occupant temporary relocation costs for the pre-specified number of days, and shall specify that the contractor shall be responsible for the cost of all subsequent occupant temporary relocation made necessary as a result of the contractor's failure to pass any clearance testing. The bid documents shall indicate that the cost of all occupant temporary relocation necessitated as a result of the contractor's failure to pass any clearance testing and paid by the Municipality, shall be deducted from the contractor's payment.

## CITY OF RIVIERA BEACH

The Municipality shall require contractors to submit sealed bids for the work contained in the work write-up after visiting the applicant's property to acquaint themselves with existing conditions. The Municipality shall only accept bids up to a pre-specified date and time after which such bids shall be opened at the Municipality's offices. Bid openings shall be open to bidders, applicants, and the general public. At the bid opening the Municipality's designated employees shall open the bids and announce total amounts bid. The announced totals shall be recorded on a bid spreadsheet showing each bidder's name and total amount bid as announced.

After all bids are opened and announced the Municipality shall calculate the sum of all the individual items contained in each bid to check for discrepancies between such sum and the amount read at the bid opening. Where a discrepancy exists in a bid between the true and correct sum of itemized costs and the total announced at the bid opening, the true and correct mathematical sum of itemized costs shall prevail and the spreadsheet shall be noted accordingly.

Upon close examination of all bids, the Municipality shall make a determination on the apparent lowest responsive responsible bidder that best meets the terms, conditions, and specifications of the bid and that will result in the best interest of the applicant, the Municipality, and the County.

The Municipality shall evaluate the lowest bid to establish whether the total bid is within the funding limit, and shall provide the applicant an opportunity to contribute to the project any funds needed for the project above the funding limit, or shall secure such needed funds for the applicant from other sources.

The bidding process shall also include obtaining bids for treatment of termites and other wood destroying organisms (extermination) where such infestation is found at the property. The Municipality shall, in like manner as described above, establish a list of companies qualified to provide such services, and shall solicit, obtain, and evaluate bids from such companies for the treatment of termites and other wood destroying organisms that may be found at the property to be rehabilitated under the Program.

Funding shall be recommended for the lowest responsive responsible bidder both for construction and extermination.

### L. PROJECT UNDERWRITING:

The Municipality shall complete a project underwriting process which entails undertaking several tests to verify if Program requirements have been met. This process also entails the formulation of a funding recommendation when such requirements are met, or the rejection of the application if these requirements can not be met by the applicant. The Municipality shall, for each applicant, document the following:

- (a) **INFORMATION CONSISTENCY:** The Municipality shall assure that the information submitted by the applicant and other information verified through third parties or gathered by the Municipality is consistent. If the preceding can not be met, the Municipality shall request the applicant to provide corrected information or an explanation such that satisfactory consistency exists in the opinion of the Municipality and DES. Failure to do so particularly where willful falsification exists shall be regarded as grounds for rejection of the application and denial of any assistance.
- (b) **PROPERTY LOCATION:** The Municipality shall assure that the property to be rehabilitated is located within its municipal boundaries. An applicant whose property is not located within these boundaries shall be rejected.
- (c) **PROPERTY ELIGIBILITY:** The Municipality shall assure that the property to be rehabilitated is a detached one dwelling structure entirely used for residential purposes. The Inspector, at the time of initial inspection, shall establish the number of units at the project and its use for residential purposes. If the number of units exceeds one detached dwelling unit, such condition shall be remedied by actions that result in no more than one detached dwelling unit after rehabilitation by including the removal of any excess units in the work write-up. Any such demolition shall not result in the displacement of any occupant and shall comply with One-for-One Replacement regulations. If the property is not entirely used for residential purposes,

such condition shall be remedied by actions that result in elimination or conversion of non-residential portions of the property to residential use.

- (d) **OCCUPANCY/RESIDENCY:** The Municipality shall assure that the applicant resides at the property to be rehabilitated which shall be determined at the time the property is inspected and through the applicant's address as revealed by the various documents received during the application/verification process. If the applicant does not occupy the property, the applicant shall demonstrate extenuating circumstances for not residing at the property. Rehabilitation may proceed provided that the rehabilitation renders the property occupiable, and provided that the applicant submit a written commitment prior to funding approval clearly indicating the intent of the applicant to reside at the property after completion of the rehabilitation process. Extenuating circumstances may include certain circumstances such as damages from hurricane Wilma, or a determination of the property's unfitness for habitation by a building or other official for reasons of safety or other danger at the property that can be remedied through the Program. DES shall determine the type of documentation necessary and/or acceptable to demonstrate the existence of these extenuating circumstances, and if the extenuating circumstances are acceptable.
- (e) **PROPERTY OWNERSHIP:** The Municipality shall assure that the title of record to the property proposed for rehabilitation is held by the applicant at the time of application and that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005.  
  
Note: the above condition requiring that the applicant have an ownership interest in the property to be rehabilitated does not preclude other parties who do not reside at the property from having an ownership interest in the property in addition to that of the applicant. These other parties are not regarded to be part of the applicant's household, however any such other parties having an ownership interest must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property. In instances where the applicant has a life estate, all "remainder men" must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property.
- (f) **REAL ESTATE TAX PAYMENT:** The Municipality shall assure that the real estate taxes for the property proposed for rehabilitation have been paid in full and shall place in the file for each applicant copies of documents showing the same.
- (g) **CURRENT MORTGAGE PAYMENTS:** For applicants who have mortgage obligations, the Municipality shall assure that such mortgage obligations are not delinquent and that mortgage payments are current.
- (h) **PROPERTY INSURANCE:** If the property is in a flood zone "A" or flood zone "V", the Municipality shall assure that the applicant maintains flood insurance on the property. If such insurance is not in place at the time of application, then the Municipality shall, before closing, obtain documentation evidencing such insurance coverage.
- (i) **DAMAGES FROM HURRICANE WILMA:** The Municipality shall assure that the applicant's property suffered damages from Hurricane Wilma as previously described.
- (j) **RECEIPT OF SBA OR FEMA BENEFITS AND INSURANCE PROCEEDS:** The Municipality shall assure that there is not duplication of benefits. The Municipality shall verify the receipt of any SBA and/or FEMA payments by the applicant in connection with Hurricane Wilma and shall document such. The Municipality shall verify the receipt of any insurance proceeds by the applicant in connection with Hurricane Wilma and shall document such.
- (k) **LEAD HAZARD PAMPHLET:** The Municipality shall assure that each applicant has received a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", and shall obtain from the applicant a signed receipt for such pamphlet.
- (l) **LEAD NOTICE:** For each property built before 1/1/78, the Municipality shall assure

that each applicant has received a Lead-based Paint Notice of Evaluation and/or Presumption and shall obtain from the applicant a signed receipt for such notice.

- (m) ENVIRONMENTAL AND HISTORIC REVIEW: The Municipality shall assure that there are no environmental or historic considerations that would prevent the rehabilitation of the property, and that it has complied with all environmental and historic requirements.
- (n) PRESENCE OF ASBESTOS: The Municipality shall assure that the rehabilitation of the property shall not cause any asbestos exposure and it shall comply with applicable asbestos regulations when there is evidence of a current or prior non-residential use at the property (the house and its surrounding site).
- (o) HOUSEHOLD INCOME: The Municipality shall assure that the annual income of the household occupying the property to be rehabilitated as received from all sources, by household size, is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

M. PROGRAM COSTS, FUNDING LIMITS AND SECURITY:

- (a) ELIGIBLE PROGRAM COSTS: The following expenses shall be regarded as eligible costs under the Program:
  - Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures, which may be undertaken singly, or in combination.
  - Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment.
  - Improvements to increase the efficient use of water through such means as water saving faucets and shower heads and repair of water leaks.
  - Improvements to provide windstorm protection to render rehabilitated homes less vulnerable to future wind related damage.
  - Connection of residential structures to water distribution lines or local sewer collection lines (excluding payment of certain associated fees, such as impact fees, not eligible under the CDBG program).
  - Costs of flood insurance premiums and associated service charges as established under the National Flood Insurance Program for a period of up to three years.
  - Costs of inspecting, testing, and abatement of lead-based paint and asbestos containing materials pursuant to applicable regulations.
  - Costs associated with the processing of rehabilitation applications such as a title search or state and local fees for recording documents prepared in conjunction with the Program.
  - Costs of obtaining construction related professional services including architectural, engineering, and surveying services, including the preparation of related technical documents, and inspections associated with execution of the content of such documents as pertains to the rehabilitation work.
  - Costs of performing inspections of termite or other wood destroying organisms and extermination thereof.
  - Construction contingency funds at an amount which is the lesser of five percent (5%) of the construction contract amount or \$1,000.
- (b) FUNDING LIMITS AND SECURITY: All costs for each applicant (not including any costs associated with the Program Office) shall be provided as a loan subject to the following:
  - The maximum funding amount per applicant for payment of rehabilitation construction costs and incidental expenses regarded as eligible under this Agreement: \$45,000.
  - Security: A mortgage and promissory note, in the amount funded to the applicant, shall be executed by all property owners of record at the closing described below and shall be recorded by the Municipality in the public records of Palm Beach County

immediately after such closing. The Municipality shall be the mortgagee on all such mortgages and shall be the beneficiary of the promissory note(s).

Note: all additional funds, not included in the mortgage and promissory note(s), and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note(s), before such funds are expended. The notice of future advance and a copy of the promissory note(s) shall be promptly recorded by the Municipality in the public records in like manner.

- Interest rate: 0%.
- Term: 5 years.
- Repayment Provisions and Events of Default: No repayment shall be made by the mortgagor during the term of the mortgage, except that the entire principal amount of the loan (and any other amounts required by the mortgage) shall be repaid by the applicant in the event of default as specified in the mortgage including the lease, sale, transfer of title to, or disposition of, the mortgaged property.
- Repayment of funds during the term of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives during the term of this Agreement. The Municipality may request the County to add such transmitted funds received during the term of this Agreement to the amount funded under this Agreement for such uses as described in the Agreement.
- Repayment of funds after the expiration of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives after the expiration of this Agreement. The County shall then transmit such funds to the State. The provisions of this clause shall survive the expiration of this Agreement.

N. PROJECT APPROVAL:

Upon assurance of project compliance with the requirements of the Program, and formulation of a funding recommendation for the applicant, the Municipality shall submit to DES the entire applicant file compiled to date and a financial write-up of the project by which the Municipality requests DES to approve funding for the applicant. DES shall advise the Municipality of its determination concerning its review of the financial write-up within ten (10) working days of DES's receipt of the financial write-up.

The financial write up shall contain the following information:

- Applicant/Owner Information: the name and address of the applicant, the names of the owners, and a statement concerning the presence of any owners that do not occupy the property.
- Household Information: identify the persons in the household, their relationship and ages.
- Household Income Information: identify each household member receiving an income, the type of income, and the amount of monthly income, provide the household annual income, and a statement that the household is income eligible.
- Property Information: provide a unit description (one unit substandard detached residence), occupancy status (owner occupied), year built, year acquired, number of bedrooms, square footage area, a statement that the property sustained damages from Hurricane Wilma, and a statement that the property is located within the municipal boundaries.
- Property Obligations: identify the status of real estate tax and mortgage payments, and property insurance coverage.
- Project Costs: list all project costs for items such as Inspection/risk assessment report, clearance test, rehabilitation construction, termite treatment, recording fees, and construction contingency, and provide a total cost for the project.
- Receipt of Benefits/Proceeds: provide a statement concerning the applicants receipt of any SBA/FEMA benefits and/or any insurance proceeds, the amount thereof, and an explanation of which portion of such received funds will be contributed by the owner to the cost of the project.
- Funding Eligibility: provide a statement that the applicant is eligible to receive funding in accord with the Agreement between the County and the Municipality.
- Funding Recommendation: provide a funding recommendation indicating the recommended sources of funds, and the amount from each source, to meet the total cost of the project.
- Submission Statement: provide a statement identifying the person who prepared and submitted the financial write-up on behalf of the Municipality and provide a signature and date for submission from such person.
- Funding Approval: provide a section for DES to indicate its approval of the funding recommendation and a signature and date for such approval, and allow a section for DES

comments in this regard.

O. PROJECT CLOSING:

Upon approval of project funding by DES, the Municipality shall prepare certain project documents to be executed at the closing which shall be attended by The Advisor, the applicant, and the contractor for the project that has been selected through the bid process.

The Municipality shall assure that the following has occurred as a pre-requisite to closing:

- The Inspector shall conduct a pre-closing pre-construction site conference/walk-through with the applicant and the contractor. At this walk-through the participants shall review the scope of work to be performed, the schedule of work, and they shall establish whether there is a need for the homeowner to move any personal or household items to facilitate the contractor's work.
- The Advisor shall receive evidence of contractor insurance as specified in the bid documents and construction contract which evidence shall be placed in the applicant file.
- The Advisor shall verify that the project contractor does not appear on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs (see <http://www.epls.gov/>).
- For projects requiring lead-base paint abatement, the Advisor shall receive from the contractor an occupant protection plan prepared according to applicable regulations.

The closing shall be conducted by the Advisor who shall review all documents with the applicant prior to execution. The documents to be executed by the applicant shall include:

- Mortgage.
- Promissory Note.
- Notice of Commencement.
- Notice to Proceed.
- Contract for Exterminating Services (between the applicant and the exterminating company).
- Construction Contract (between the applicant and the contractor).

Note: All owners of record (including the applicant(s) who reside at the property and owners who reside elsewhere) must execute the mortgage and promissory note. In instances where the applicant has a life estate, all "remainder men" must join the applicant in executing the mortgage and promissory note.

The documents to be executed by the contractor shall include:

- Construction Contract (between the applicant and the contractor).
- Certification of Nonsegregated facilities.
- Certification of Eligibility of General Contractor.
- Noncollusion Affidavit of Prime Bidder.
- Anti-kickback Affidavit.

The Advisor shall provide the contractor blank payment request forms for the contractor's use, and after the closing shall obtain the exterminating company's counter signature on the Contract for Exterminating Services. The Municipality shall, immediately after the closing, assure that the original executed mortgage accompanied by a copy of the promissory note, and the notice of commencement are recorded in the public records of Palm Beach County. The Inspector shall, immediately after recording, assure that a certified copy of the recorded Notice of Commencement is posted in a visible location at the property to be rehabilitated.

The Municipality shall assure that all funds from other sources, except funds to be provided under this Agreement, intended for a project regardless of source shall be available at closing. This shall include all the applicant's contributions, all insurance proceeds and/or any payment from SBA/FEMA (or other agency), as well as all the Municipality's funds to be used for the project. All such funds, in the form of checks made payable to the Palm Beach County Board of County Commissioners, shall be transmitted to DES immediately after the closing for escrow.

For projects where lead-based paint abatement is to be performed and where the occupants of the house are to be temporarily relocated, the Advisor shall, at the closing, coordinate the abatement work days and the temporary relocation dates with the applicant, the contractor, the Inspector, and the hotel.

The Municipality shall use a Document Affidavit, a blank form of which shall be provided to it by DES, in connection with closings for property owners who are unable to read (for illiterate persons and for persons who due to a physical disability are unable to read), and who do understand English. The Advisor shall list on this affidavit all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to read these documents to the property owner. The Advisor shall prepare and deliver these documents to the reader in advance of the closing to allow enough time for reading. The Document Affidavit shall be executed by the reader and secured by the Advisor for the closing to be placed in the applicant file.

The Municipality shall use a Translated Document Affidavit, a blank form of which shall be provided to it by DES, in connection with closings for property owners who do not understand English. The Advisor shall list all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to translate these documents to the property owner noting that an oral translation is sufficient, provided that the nature and effect of the documents is translated. The Advisor shall prepare and deliver these documents to the translator in advance of the closing to allow enough time for translation. The Translated Document Affidavit shall be executed by the translator and secured by the Advisor for the closing to be placed in the applicant file.

P. REHABILITATION CONSTRUCTION:

The Inspector shall inspect the work in progress being performed by the contractor and review and approve all construction draws made against the contract. The applicant shall approve all work requested for payment. Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall not release such retainage until it has obtained written approval from DES that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES. **In the event that Municipality has failed to provide satisfactory and DES-approved project closeout documentation within thirty (30) days of the project completion, DES may recapture these funds.**

All lead-based paint remediation, temporary relocation of occupants, notifications, clearance testing, and related documentation shall be carried out in compliance with HUD lead-based paint regulations for projects funded under the Program. This shall include the provision of a Lead-based Paint Notice of Hazard Reduction Activity to the applicant after hazard reduction activities have been completed.

During construction, change orders for unforeseen code related work items necessitating an increase in the contract amount may be approved provided contingency funds are available. If contingency funds are insufficient, additional funds may be obtained for the project as described below. The Municipality shall request DES's approval of all change orders before they are signed regardless of whether or not the change orders cause an increase in the contract amount. DES shall advise the Municipality of its determination concerning its review of change orders within ten (10) working days of DES's receipt of the proposed change order.

Upon completion of the work, the contractor shall ensure that all work has been approved by the building department with jurisdiction over the project, and obtain the necessary permit approvals. The contractor shall request a final inspection by the Municipality which shall be followed by the Municipality providing the contractor with a punch list of deficiencies (if such deficiencies exist) to be corrected by the contractor prior to final payment.

When the work is fully completed, the Municipality shall obtain the applicant's approval of the final payment. The final payment shall be subject to the Municipality's receipt of the following from the contractor:

- Original building permits with Bldg. Dept. final approval, and Certificate of Completion.
- Original contractor's roof nailing affidavit.
- Original contractor's warranty showing the final inspection date/warranty start date.
- Original contractor's release of lien (with all subcontractors listed).
- Original subcontractors' releases of lien for subcontractors with Notices to Owner.
- Original abatement report for projects with lead-based paint abatement.

- Required product approvals.
- Manufacturers' warranties for equipment and appliances.

The Municipality shall pay the contractor for completed work that is contained in the construction contract as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

In connection with the first draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:

- A copy of the Occupant Protection Plan for projects with lead-based paint abatement.
- A copy of the executed construction contract.
- A copy of the contractor's bid showing the work items and the cost of each.
- A copy of the contractor's payment request approved by the Inspector and the applicant, which shows the work items approved for payment and their costs, and which provides an accounting of the contract amount, change orders, retainages, payments to date, deductions and a computation of the approved payment.
- A copy of the check tendered in payment by the Municipality.

In connection with the interim draws for each construction contract that is requested for reimbursement, the Municipality shall provide the following:

- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

In connection with the final draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:

- A copy of the contractor's roof nailing affidavit.
- A copy of the contractor's warranty.
- A copy of the contractor's release of lien.
- A copy of the abatement report for projects with lead-based paint abatement.
- A copy of the lead-based paint clearance test showing a pass designation after abatement.
- A copy of the Lead-based Paint Notice of Hazard Reduction Activity.
- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

Extermination, if necessary, shall be carried out after completion of construction and as scheduled by the Advisor. The Municipality shall inspect the extermination work and review and approve the payment for such services. The applicant shall also approve extermination work requested for payment.

The Municipality shall pay for the completed extermination work that is contained in the contract for exterminating services as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

Furthermore, in connection with the extermination services that are requested for reimbursement, the Municipality shall provide the following:

- A copy of the executed contract for exterminating services.
- A copy of the company's invoice approved by the Municipality and the applicant.
- A copy of the check tendered in payment by the Municipality.

**Q. TEMPORARY RELOCATION POLICY:**

The Municipality shall not cause the permanent dislocation of any persons as a result of implementing the Program. The parties to this Agreement recognize that the rehabilitation process may in some instances require the temporary relocation of the applicant and the applicant's household members due to activities such as lead-based paint abatement or during extermination of wood destroying organisms. Accordingly, the Municipality hereby adopts the below Temporary Relocation Assistance Policy and obligates itself to making the payments associated therewith without seeking reimbursement from DES for all such payments. The Municipality agrees that DES shall not reimburse any of these payments.

Temporary Relocation Assistance Policy: Should in the course of rehabilitation activities undertaken under the Program envisioned by this Agreement, the necessity arise to temporarily relocate the members of the household where rehabilitation is being performed (while lead-based paint abatement is taking place, or during extermination of wood destroying

organisms, for example), then the Municipality shall pay for the cost of accommodations (hotel/motel) incurred while temporarily housing such household members away from the home being rehabilitated. The Municipality shall endeavor to minimize the cost of such accommodations while arranging for accommodations that are as close to the home being rehabilitated as possible, for the least number of nights possible, and while minimizing disruption to the family (that is, maintaining proximity to day care, schools, or work).

The Municipality shall not secure any such temporary relocation payments by the mortgage given by the applicant under the Program. Nothing herein shall preclude the applicant from voluntarily temporarily relocating to a location of the applicant's choice (such as with friends or family) while Program activities are underway without seeking payment from the Municipality.

R. PROJECT CLOSEOUT:

After all project contracts, invoices, and expenses have been paid, the Municipality shall prepare and submit to DES, along with the entire applicant file compiled to date, a closeout statement which shall show all allocated funds, and an itemized listing of all payments made on behalf of the applicant, and all undisbursed funds and their disposition. Funds that have been secured by the mortgage and that have not been expended shall be credited by the Municipality to the applicant as a principal reduction of the loan. The closeout statement, shall be prepared and signed by the Advisor, and shall be placed in the applicant file with a copy provided to the applicant.

S. OTHER RELATED MATTERS:

(a) **PROGRAM DOCUMENTS:** Prior to the Municipality's use of any documents listed below in connection with this Agreement, the Municipality shall submit the following to DES for approval: Lead-Based Paint Notice of Evaluation And/Or Presumption, Lead-based Paint Notice of Hazard Reduction Activity, bid documents and solicitation documents for all services, construction contract, notice of commencement, release of liens, warranty, extermination contract, mortgage, promissory note, notice of future advance, and affidavits. The Municipality shall use the above documents as approved by DES in connection with this Agreement. After the execution of this Agreement, the Municipality agrees to submit, in like manner, any other Program documents requested of it by DES for review and approval.

(b) **DATE VALIDITY OF DOCUMENTS:** The below identified documents contained in applicant files at the time of funding approval by DES shall be no more than six months old:

- Income verifications and income affidavits.
- Verification of real estate and mortgage liabilities.
- Evidence of owner's funding.

Note: Construction and extermination contractor's bid proposal validity date may be voluntarily extended by a letter from the contractor, and if not voluntarily extended by the contractor, the Municipality shall procure such services again through the bid process.

(c) **ADDITIONAL FUNDING:** The Municipality may request additional funding in excess of amounts approved by DES for a project (such as for change orders), provided that the sum of additional funding and original project funding does not exceed the funding limit per applicant established in this Agreement. In its request, the Municipality shall identify the purpose of the additional funds and provide a detailed accounting of the items to be funded.

In the instance where such sum would exceed the funding limit per applicant established in this Agreement, the applicant shall be given the opportunity to make up any funding short fall, and if not made up by the applicant, the Municipality may request DES for a waiver allowing the sum to exceed such limit. The approval of waivers, if recommended by DES, shall be made by means of an amendment to this Agreement to be executed by the parties with the same formality as this Agreement. Waivers may be considered in connection with the need for additional funds arising from unforeseen conditions related to the construction rehabilitation at the property, or in connection with any other needs deemed appropriate by DES and otherwise regarded as eligible program costs as identified herein.

All additional funds, not included in the mortgage and promissory note, and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note, before such funds are expended. The notice of future advance and a copy of the promissory note shall be promptly recorded by the Municipality in the public records of Palm Beach County.

- (d) **TERMINATION OF FUNDING:** The Municipality shall take steps to terminate funding and accelerate loan repayment during the rehabilitation process if:
  - The applicant refuses or fails to allow the rehabilitation work to commence within thirty (30) days from construction contract award.
  - The applicant refuses or fails to allow completion of rehabilitation after commencement.
  - The applicant refuses to authorize payments associated with the project which have been deemed payable by DES's Director.
  - An event of default occurs as specified in the mortgage or promissory note.
 The Municipality shall give the applicant notice of such termination and/or acceleration, as appropriate, with legal follow-up where necessary.
  
- (e) **SUBORDINATION OF MORTGAGE:** The Municipality shall establish a written policy for the future subordination of mortgages taken in connection with this Agreement provided that such policy aims at preserving homeownership, and provided that the execution of such subordination preserves or enhances the encumbered property's value, and that the execution of such subordination does not adversely affect the Municipality's financial interest in the rehabilitated property. **The provisions of this clause shall survive the expiration of this Agreement.**
  
- (f) **SATISFACTION OF MORTGAGE:** The Municipality shall issue the applicant a satisfaction of mortgage when the applicant has complied with all the terms and conditions contained in the mortgage and promissory note. Upon issuance, the Municipality shall record the satisfaction of mortgage in the public records of Palm Beach County and shall transmit the original to the applicant. The original recorded satisfaction of mortgage document shall be accompanied by the original mortgage and promissory note when transmitted to the applicant. **The provisions of this clause shall survive the expiration of this Agreement.**
  
- (g) **RETENTION OF APPLICANT FILES:** All applicant files (files for completed projects, files that are incomplete, and files for rejected applications) shall be retained by the Municipality for a period of six (6) years from the date of final closeout of the agreement between Palm Beach County Board of County Commissioners and the State of Florida for the 2005 Disaster Recovery Initiative Program, or the statutory required period (F.S. Chapter 119), whichever is longer. **The provisions of this clause shall survive the expiration of this Agreement.**

T. **SECTION 3 REQUIREMENTS:**

The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement, and shall report their compliance efforts on Exhibit "I," referenced as "Section 3 Compliance Information," which is attached hereto and incorporated by reference. Information on Section 3 is available from DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

**Section 3 Clause**

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other

- impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
  - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

U. REPORTS:

The Municipality shall submit to DES detailed monthly and semi-annual reports as described below:

- (a) **MONTHLY REPORT:** The Municipality shall submit to DES detailed monthly progress reports in the form provided as Exhibit "D" to this Agreement. Each report must account for the total activity for which the Municipality is funded under this Agreement. The progress reports shall be used by DES to assess the Municipality's progress in implementing the project.
- (b) **SEMI-ANNUAL REPORT:** The Municipality shall submit to DES detailed semi-annual reports in the form provided as Exhibit "E" to this Agreement. During the term of this Agreement, the Municipality shall each 31<sup>st</sup> day of March submit such report for the prior six month period beginning on the preceding 1<sup>st</sup> day of October, and ending on said 31<sup>st</sup> day of March. In addition, during the term of this Agreement, the Municipality shall each 30<sup>th</sup> day of September submit such report for the prior six month period beginning on the preceding 1<sup>st</sup> day of April, and ending on said 30<sup>th</sup> day of September.
- (c) **CLOSEOUT REPORTS:** After the completion of all activities funded under this Agreement, the Municipality shall submit to DES the closeout reports identified as the Housing Benefit Report and the Beneficiary Data Report in the form provided as Exhibits "F" and "G" to this Agreement and incorporated by reference.
- (d) **OTHER REPORTS:** The Municipality agrees to submit to DES any other reports required by the State in connection with activities undertaken through this Agreement including, but not limited to, reports associated with Section 3.

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

- V. MONTHLY PERFORMANCE REQUIREMENTS: The time frame for completion of all outlined activities shall be September 16, 2012. The Municipality shall meet these monthly requirements by the timely performance, documentation, and completion of the following tasks:

(1) Final Housing Units Rehabilitated

May to August, 2012

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

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

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

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

### III. THE COUNTY AGREES TO:

- A. Provide funding for the above specified activities during the term of this Agreement, as follows:
  - (a) An amount of \$1,105,745: For payment of rehabilitation construction costs and related expenses regarded as eligible under this Agreement (including lead-based paint expenditures such as the cost of inspections and risk assessments, abatement, and clearance testing).
  - (b) An amount of \$75,000, from the amount \$1,105,745 allocated for rehabilitation construction costs, is eligible for activity delivery costs.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by DES and will serve to ensure compliance with State and U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.
- D. The County shall perform an environmental review of each project, and review and approve all aspects and expenditures of each project as specified herein. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.



**EXHIBIT "C"**

**ENVIRONMENTAL REVIEW CHECKLIST REQUEST**

**1. REQUESTING AGENCY NAME**

--

**2. CONTACT PERSON**

Name:		Date:	
-------	--	-------	--

**3. CONTACT INFORMATION**

E-Mail:		Phone:	
---------	--	--------	--

**4. HOMEOWNER / HOMEBUYER / PROJECT NAME**

--

**5. FUNDING SOURCE**

CDBG     HOME     DRI     NSP1     NSP2     Other: \_\_\_\_\_

**6. ACTIVITY TYPE**

- Direct Homeownership Assistance/Subsidy to the homebuyer for:
  - S/F New construction
  - S/F Acquisition with  minor Rehab     major rehab
  - S/F Acquisition
- Residential New Construction:
  - 1-4 units
  - 5+ units
- Housing Rehabilitation:
  - Residential:  1-4 units     5+ units
  - Non-residential conversion to residential
- Acquisition:
  - Existing Residential Properties without Rehabilitation: Number of Units: \_\_\_\_\_
  - Existing Residential Properties with Rehabilitation: Number of Units: \_\_\_\_\_
  - Land Acquisition: Proposed Number of Units: \_\_\_\_\_
  - Existing Non-Residential Structures for Conversion: Proposed Number of Units: \_\_\_\_\_
- Demolition:
  - Existing Residential:  1-4 units     5+ units
  - Non-residential
- Capital Improvements:  
Specify: \_\_\_\_\_

**7. PROPERTY INFORMATION**

Property Address:	
Property Owner(s):	
Property Control No:	
Property is:	<input type="checkbox"/> Vacant <input type="checkbox"/> Owner occupied <input type="checkbox"/> Tenant occupied
Year Built:	_____ (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

**8. ENVIRONMENTAL PHASE 1 AUDIT:**

Has an environmental Phase I audit been conducted for the property?  
 No     Yes (If yes, attach a copy of the report)

**9. FOR REHABILITATION PROJECTS:**

Describe the proposed rehabilitation work: \_\_\_\_\_

**10. TYPE OF STRUCTURE:**

- Single Family
- Multi Family Structure - Number of Units: \_\_\_\_\_
- Commercial
- Other - Specify: \_\_\_\_\_

**ENVIRONMENTAL REVIEW CHECKLIST REQUEST - Continued**

**11. ZONING DESIGNATION AND COMPLIANCE:**

Zoning designation: \_\_\_\_\_

Does the structure comply with the applicable zoning requirements? [ ] Yes [ ] No

**12. UTILITIES:**

Is this property served by a water main? [ ] Yes [ ] No

Is this property presently served by a sewer line? [ ] Yes [ ] No

**REQUEST SUBMITTED BY:**

Name	Signature	Date

**REHABILITATION JUSTIFICATION**  
**AND**  
**HISTORICAL BACKGROUND INFORMATION**

For structures built more than 50 years ago:

1. Provide a detailed justification for the rehabilitation of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs:

\_\_\_\_\_

2. Provide information on any historical events or individuals known to be associated with the above stated property:

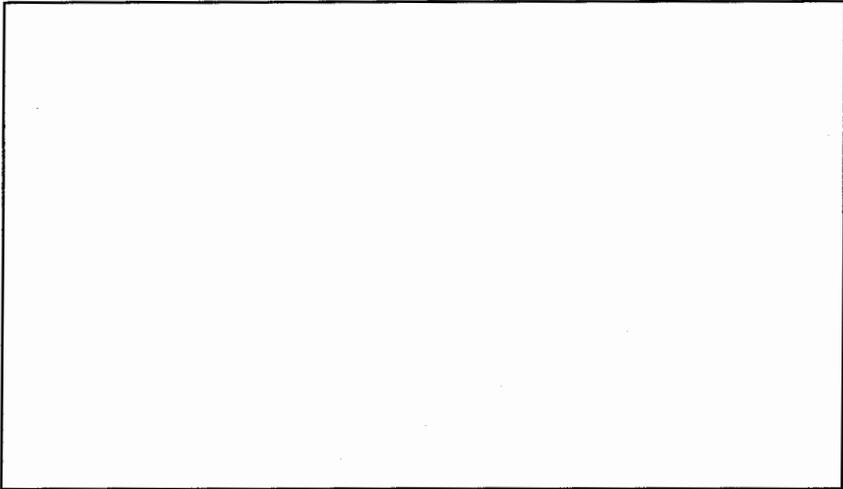
\_\_\_\_\_

3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings:

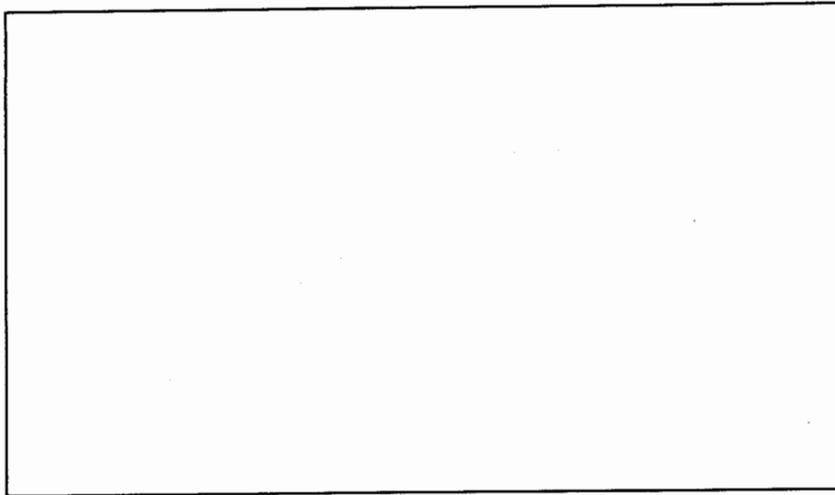
\_\_\_\_\_

PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	
PHOTO DATE:	



**FRONT VIEW**



**SIDE VIEW**

**EXHIBIT "D"**

**PALM BEACH COUNTY  
DEPARTMENT OF ECONOMIC SUSTAINABILITY**

**MONTHLY NARRATIVE REPORT**

<b>Report For:</b>	Month: _____ Year: _____
<b>Subrecipient Name:</b>	City of Riviera Beach
<b>Project Name:</b>	Project Name – Housing Rehab
<b>Report Prepared By:</b>	_____ Name Signature Date

**BUDGETING AND EXPENDITURES**

Amounts Expended this Reporting Period: CDBG Funds:\$ \_\_\_\_\_ Other Funds:\$ \_\_\_\_\_

**Amounts Expended to Date:**

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ _____	\$ _____	%
Other Funds: _____	\$ _____	\$ _____	%
Other Funds: _____	\$ _____	\$ _____	%
TOTAL:	\$ _____	\$ _____	%

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

\_\_\_\_\_

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

**PROJECT ACTIVITIES**

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

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

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

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

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

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

EXHIBIT "D" Continued

PALM BEACH COUNTY  
DEPARTMENT OF ECONOMIC SUSTAINABILITY

TENANT INFORMATION REPORT

<b>Project Name:</b>	City of Riviera Beach – Housing Rehab		
<b>Report Period:</b>	From _____, 20__ to _____, 20__		
<b>Prepared By:</b>	_____		
<b>Report Date:</b>	_____, 20__	<b>Page</b>	_____ of <b>Pages</b>

Fill in the required information for each apartment or place a check mark where applicable.

	Unit No. ____	Unit No. ____	Unit No. ____	Unit No. ____
Tenant Name:				
Lease start date:				
No. of bedrooms:				
Household Income at 30% of AMI or less	[ ]	[ ]	[ ]	[ ]
Household Income at or below 50% of AMI but greater than 30% of AMI	[ ]	[ ]	[ ]	[ ]
Household Income at or below 80% of AMI but greater than 50% of AMI	[ ]	[ ]	[ ]	[ ]
Household Income at or below 120% of AMI but greater than 80% of AMI	[ ]	[ ]	[ ]	[ ]
Female Head of Household	[ ]	[ ]	[ ]	[ ]
Disabled Head of Household	[ ]	[ ]	[ ]	[ ]
Hispanic Ethnicity	[ ]	[ ]	[ ]	[ ]
White	[ ]	[ ]	[ ]	[ ]
African American	[ ]	[ ]	[ ]	[ ]
Asian	[ ]	[ ]	[ ]	[ ]
American Indian or Alaskan Native	[ ]	[ ]	[ ]	[ ]
Native Hawaiian Pacific Islander	[ ]	[ ]	[ ]	[ ]
American Indian or Alaskan Native and White	[ ]	[ ]	[ ]	[ ]
Asian and White	[ ]	[ ]	[ ]	[ ]
African American and White	[ ]	[ ]	[ ]	[ ]
American Indian/Alaskan Native and African American	[ ]	[ ]	[ ]	[ ]
Other Multi-racial	[ ]	[ ]	[ ]	[ ]

EXHIBIT "E"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY  
CONTRACTUAL OBLIGATIONS AND MBE REPORT

<b>Project Name:</b>	City of Riviera Beach – Housing Rehab	<b>Report Date:</b>	Page _____ of _____ Pages
<b>Report Period:</b>	[ ] October 1, 200___, to March 31, 200___ [ ] April 1, 200___, to September 30, 200___	<b>Prepared By:</b>	

(1) Contractor/Subcontractor name and address (fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. that are funded under the agreement for this project. All Contractors and subcontractors (with contracts over \$10,000) that are paid with CDBG funds must be included. Do not list previously reported information.	(2) Prime Contractor Employer Identification Number *	(3) Subcontractor Employer Identification Number (see below)	(4) Amount of Contract or Subcontract	(5) Type of Trade Code (1 thru 3) (see below)	(6) Contractor or subcontractor Racial/Ethnic Code (1 thru 6) (see below)	(7) WBE (yes or no)	(8) Section 3 (yes or no)
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
(3) When subcontractor employer identification is used, information in columns 4 through 8 must reflect the subcontractor information, not the prime contractor's information; also include the prime contractor's employer identification number. * Employer identification number or social security number	(5) Type of Trade Codes: 1 = New Construction (including rehab, water, and sewer 2 = Education/Training 3 = Other (including supply, professional services and other activities except construction and education/training)	(6) Racial/Ethnic Code: 1= White American 2= Black American 3= Native American 4= Hispanic American 5= Asian/Pacific American 6= Hasidic Jews	(7) WBE = Women Business Enterprise				

EXHIBIT "F"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY  
HOUSING BENEFIT REPORT

<b>Project Name:</b> City of Riviera Beach 2005 DRI Housing Rehabilitation	<b>Prepared By:</b>	<b>Report Date:</b>	<b>Page</b> ___ <b>of</b> ___ <b>Pages</b>
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Name of Owner	Name of Occupant	Street Address (Street, city, zip) (If replacement, new address)	Total Cost of Rehab or Replacement	Total DRI Funds Invested	Date Completed	Rehab (Yes/No)	Replacement (Yes/No)	No. Of Bedrooms	Unit Made Handicapped Accessible (Yes/No)	Unit Qualified as "energy star" (Yes/No)	Unit Brought into Compliance with Lead Safety Requirements (Yes/No)
			\$	\$							
			\$	\$							
			\$	\$							
			\$	\$							
			\$	\$							
			\$	\$							
			\$	\$							
			\$	\$							

**EXHIBIT "G"**

**PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY**

**BENEFICIARY DATA REPORT**

<b>Project Name:</b>	City of Riviera Beach – 2005 DRI Housing Rehabilitation	
<b>Prepared By:</b>		<b>Report Date:</b>

	Number
Total Beneficiaries: Proposed	
Total Beneficiaries: Actual	
LMI Beneficiaries: Proposed (80% of AMI or Less)	
LMI Beneficiaries: Actual (80% of AMI or Less)	
VLI Beneficiaries: Proposed (50% of AMI or Less)	
VLI Beneficiaries: Actual (50% of AMI or Less)	
Male	
Female	
Disabled	
Female Head of Household	
Elderly	
Hispanic Ethnicity	

	No. of Units Owner Occupied	No. of Units Renter Occupied
White		
African American		
Asian		
American Indian or Alaskan Native		
Native Hawaiian Pacific Islander		
American Indian or Alaskan Native and White		
Asian and White		
African American and White		
American Indian/Alaskan Native and African American		
Other Multi-Racial		
Total: (Same as Total Beneficiaries: Actual shown above)		

**EXHIBIT "H"**

**PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY  
DRI DAMAGE ASSESSMENT REPORT**



**EXHIBIT "I"**

**PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY**  
**SECTION 3 COMPLIANCE INFORMATION**

(Construction Prime Contractor)

Local Government City of Riviera Beach

CDBG Contract # \_\_\_\_\_

Project: \_\_\_\_\_

**Part A:** Completed only by the prime contractor if the contract amount is at least \$100,000.

Contractor Name: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

1. Does the business qualify as a "Section 3 Business Concern" because
- a) It is at least 51% owned by Section 3 residents\*,  Yes  No
  - OR**
  - b) At least 30% of its permanent full-time employees are
    - i) Currently Section 3 residents\*, **OR**  Yes  No
    - ii) Were Section 3 residents\* within first 3 years of employment,  Yes  No
  - OR**
  - c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?  Yes  No

If yes, list any Section 3 subcontractors and subcontract amount:

Name: \_\_\_\_\_ Amount: \$ \_\_\_\_\_  
Name: \_\_\_\_\_ Amount: \$ \_\_\_\_\_  
Name: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

2. Will the contractor be hiring any additional staff (office or field) for this project?  Yes  No

If yes, what types of jobs (e.g., laborer, equipment operator), and how many additional hires estimated in each job type?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is: (i) *A low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) *A very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.  
(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

**EXHIBIT "I" (Continued)**

**Section 3 Compliance Information  
(Construction Subcontractor)**

**Part B:** Completed only by construction subcontractors if the prime contract is at least \$100,000 (Do not include equipment or material suppliers unless they are installing also.)

Subcontractor Name: \_\_\_\_\_ Subcontract Amount: \$ \_\_\_\_\_

1. Does the business qualify as a "Section 3 Business Concern" because
- a) It is at least 51% owned by Section 3 residents\*,  Yes  No
- OR**
- b) At least 30% of its permanent full-time employees are
    - i) Currently Section 3 residents\*, **OR**  Yes  No
    - ii) Were Section 3 residents\* within the first three years of employment.  Yes  No
2. Will the subcontractor hire any additional staff (office or field) for this project?  Yes  No

If **yes**, what types of jobs (e.g., laborer, equipment operator, and how many additional hires estimated in each job type?

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\*Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is: (i) *A low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) *A very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

**EXHIBIT "I" (Continued)**

**Documentation for Businesses Claiming Section 3 Status**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:     Corporation                       Partnership  
                                  Sole Proprietorship             Joint Venture

Attached is the following documentation as evidence of Section 3 status:

**For a business claiming status as a Section 3 resident-owned enterprise**

- Copy of resident lease
- Copy of evidence of participation in a public assistance program
- Copy of receipt of public assistance
- Other evidence

**For a business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business**

- List of Section 3 subcontractor(s) and subcontract amount(s).

**For a business claiming Section 3 status based on at least 30 percent of their workforce currently qualifying as Section 3 residents or having been qualified as Section 3 eligible residents within 3 years of date of first employment with the business**

- List of all current full-time employees, and
- List of employees claiming Section 3 status and for each such employee:
  - PHA/IHA Residential lease less than 3years from date of employment, or
  - Other evidence of Section 3 status less than three years from day of employment.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**Note: The local government shall maintain this form and supporting documentation in the project files for review during monitoring.**

**EXHIBIT "I" (Continued)**

**Section 3  
Palm Beach County Income Limits  
For  
West Palm Beach – Boca Raton - Delray  
Effective December 12, 2011**

<b>NUMBER OF PERSONS IN HOUSEHOLD</b>	<b>INCOME LIMIT AT 80% OF MEDIAN INCOME</b>
<b>1</b>	<b>\$40,550</b>
<b>2</b>	<b>\$46,350</b>
<b>3</b>	<b>\$52,150</b>
<b>4</b>	<b>\$57,900</b>
<b>5</b>	<b>\$62,550</b>
<b>6</b>	<b>\$67,200</b>
<b>7</b>	<b>\$71,800</b>
<b>8</b>	<b>\$76,450</b>

## EXHIBIT "J"

### 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**

ACBM:	Asbestos Containing Building Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Economic Sustainability
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Health and Safety Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
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 must be done for all asbestos containing building materials (ACBM) indicating less than 1% asbestos (to determine if any asbestos is present).
- Samples of 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 may be presumed to contain asbestos).

For Demolition Projects:

- Point counting must be done for all "friable" asbestos containing building materials (ACBM), indicating less than 1% asbestos. This includes joint compounds (to be analyzed as a separate layer), and vinyl asbestos tile.
- Roof materials shall be presumed to be asbestos containing.

If the Municipality has a recent asbestos survey report prepared by a licensed asbestos consultant, a copy may be provided to DES and PBCAC for review 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 Municipality or requested by DES. A copy of the completed survey will be forwarded to the Municipality. All asbestos surveys shall be forwarded to the PBCAC.

#### **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 DES prior to the removal, (such as asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos Abatement work may be contracted by the Municipality or by DES upon request.
- (c) If the Municipality contracts the asbestos abatement, the following documents are required to be provided to the DES and the PBCAC.
  1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
  2. Pre and Post Job submittals, reviewed and signed by the FLAC.
- (d) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement.

DES will provide a copy of all contractor and consultant documents to the Municipality.

- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, Standard Interpretation (OSHA), Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003. The renovation contractor must submit a work plan to DES and the PBCAC prior to removal of the materials.

#### B. DEMOLITION

All "friable" ACBM must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC prior to demolition. Friable materials include: resilient asbestos tile and mastic which is not intact, linoleum, asbestos containing joint compound, asbestos containing cement panels (e.g. transite), etc.

Intact resilient tile and asbestos roof materials may be demolished with adequate controls (e.g. wet method) by a demolition contractor provided the contractor is aware of the asbestos containing materials present and exercises adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to insure proper control measures and waste disposal. Any exceptions to these guidelines may be requested through DES prior to the removal, (such as asbestos containing roofs, transite pipe). Exceptions may be granted by DES prior to the removal, (i.e. asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from DES and the PBCAC.

- (a) Asbestos Abatement work may be contracted by the Municipality or by DES upon request.
- (b) If the Municipality contracts the asbestos abatement, the following documents must be provided to the PBC/DES and reviewed by the PBCAC.
  - 1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
  - 2. Pre and Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality.
- (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) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to DES. DES will provide a copy of these documents to PBCAC.
  - 1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA and the State of Florida Licensing regulations for demolition of structures with asbestos materials.
  - 2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact".
  - 3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.
- (g) If materials are discovered that are suspect asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify DES.

#### IV. NESHAPS NOTIFICATION

##### A. RENOVATION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to an asbestos renovation that includes regulated asbestos containing material greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Municipality (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least 3 working days prior to the removal.

B. **DEMOLITION**

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to the demolition. The NESHAP notification shall be sent return receipt requested to the address shown below with a copy to DES. DES shall provide a copy to the PBCAC. All fees shall be paid by the Municipality.

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

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M – National Emission standard for Asbestos, revised July 1991
- (b) Occupational Health and Safety 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, NRCI, Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995
- (i) US Dept of Labor, Standard Interpretation (OSHA)
  1. Application of the asbestos standard to demolition of buildings with ACM in Place, 8/26/2002.
  2. Requirements for demolition operations involving material containing <1% asbestos, 8/13/1999.
  3. Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003.