



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JANUARY 26, 2023
6:30 PM**

COUNCIL

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Doug Gunther
- ☐ Mayor Pro Tem Joni Brinkman
- ☐ Council Member Patti Waller
- ☐ Council Member Gary Ready

ADMINISTRATION

- ☐ Village Manager Michael Bornstein
- ☐ Village Attorney Glen Torcivia
- ☐ Village Clerk Kimberly Wynn

If a person decides to appeal any decision made by the Council concerning any considered matter, they will need a record of the proceeding. For such purposes, they may need to ensure that a verbatim record of the proceedings is available. The recording includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

1. **Resolution No. 2023-04 - Approve Amendment No. 1 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2023:** Motion for approval of Resolution No. 2023-04 to authorize the Mayor, or their Designee, to enter into Amendment No. 1 to the

Agreement with Palm Beach County extending the completion date to November 30, 2023. This agreement applies to the Village's interconnected pathway park system located at Foxtail Palm Park and Gulfstream Road. Park Connector Pathway construction is supported by the FY 2023 Budget - General Fund, which includes reimbursed CDBG Funds, Infrastructure Surtax (Sales Tax), and General Funds.

Staff: Justin Lucas, Director of Parks & Recreation

2. **Resolution No. 2023-05 - Approve Amendment No. 2 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2023:** Motion for approval of Resolution No. 2021-05 to Amendment No. 2 to the Agreement with Palm Beach County to authorize the Mayor or their Designee to enter into Amendment No. 2 to the Agreement (R2021-1613) and Amendment No. 1 to the Agreement (R2022-0594) with Palm Beach County amending the location of the Pathway Park Connector System, extending the time of completion to July 15, 2023, to include construction of a coquina pathway between Davis Road and Kirk Road. Funding to support the Park Connector Pathway construction is available within the FY 2023 Budget - General Fund utilizing CDBG Funds, Infrastructure Surtax (Sales Tax) and General Fund.

Staff: Justin Lucas, Director of Parks & Recreation

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

3. **(Quasi-Judicial Hearing - 1st Reading) Ordinance No. 2023-01 - Land Use Amendment and Rezoning (Small-Scale) Collection Suites Palm Springs - 874, 884 & 964 South Congress Avenue:** Motion for approval of Ordinance No. 2023-01 to amend a Small-Scale Land Use of the Future Land Use Map (FLUM), Rezoning and Site Development Plan on 7.313 acres (comprised of three parcels) to facilitate an industrial development project located at 874, 884 & 964 South Congress Avenue associated with Collection Suites Palm Springs Project.

Staff: Christian Melendez Berrios, PZ&B Technician

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, FEBRUARY 9, 2023 AT 6:30 PM

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

II. Persons with Disabilities:

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8419

III. Complaint Procedures:

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561) 584-8200 Ext. 8421



Village of Palm Springs

Executive Brief

AGENDA DATE: January 26, 2023

DEPARTMENT: Parks & Recreation

ITEM #1: Resolution No. 2023-04 - Approve Amendment No. 1 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2023

SUMMARY: The Parks and Recreation Department is requesting approval of Amendment No. 1 to the Village's Community Development Block Grant (CDBG) agreement R2022-1290, effective October 1, 2022. Under the previously approved agreement, \$120,818 in CDBG funds were allocated for sidewalk improvements in Palm Springs to build an interconnected pathway system.

Amendment No. 1 would allow additional time to award a construction contract and complete the pathway area between Foxtail Palm Park and Gulfstream Road.

In its March 10, 2022, Village Council meeting, this subphase was approved as the Village's FY 2023 CDBG project. With the proposed subphase, the Village can move forward with the construction of the Park Connector Pathway and meet CDBG program benchmarks.

Village staff, the Parks and Recreation Director, and the Village Attorney reviewed the proposed amendment, which does not affect the Village's CDBG allocation of \$120,818 in FY 2023.

FISCAL IMPACT:

Funding to support the Park Connector Pathway construction is available within the FY 2023 Budget - General Fund utilizing CDBG Funds, Infrastructure Surtax (Sales Tax), and General Fund.

ATTACHMENTS:

1. Resolution No. 2023-04 Amendment No. 1 to the Agreement with PBC
2. Amendment No. 1 to Agreement R2022-1290
3. Agreement R2022-1290

RESOLUTION NO. 2023-04

A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, OR THEIR DESIGNEE, TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH PALM BEACH COUNTY TO ALLOW ADDITIONAL TIME TO AWARD A CONSTRUCTION CONTRACT AND COMPLETE A PATHWAY AREA BETWEEN FOXTAIL PALM PARK TO GULFSTREAM ROAD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes;

WHEREAS, the Village has determined that it is in the general interest of the community to undertake the Pathway Park Connector Project ("Project") which is a village-wide trail system that is planned to connect nine (9) of the Village's ten (10) parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. The proposed project includes 6.7 miles of interconnected, enhanced sidewalks. The recommended project consists of construction and installation of improvements with pathways that are ADA-compliant to service those in the Village with special needs, as well as our senior population; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, such as the Project:

- (1) will benefit low and moderate income persons; and
- (2) it is a public access in need of repair, including ADA and accessibility improvements; and

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities; and

WHEREAS, Palm Beach County entered into an Agreement (R2022-1290) with the Village of Palm Springs on October 1, 2022, and allocated \$120,818 in Community Block Development Block Grant (CDBG) Funds, for the construction of sidewalk improvements to create an interconnected pathway system for the Pathway Park project; and

WHEREAS, the Village has requested to modify the project performance requirements to allow additional time to award a construction contract and complete a pathway area between Foxtail Palm Park to Gulfstream Road; and

WHEREAS, Palm Beach County and the Village anticipates the construction complete by November 30, 2023.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, as follows:

Section 1. The “Whereas” clauses are incorporated herein are true and correct and are hereby made a specific part of this Resolution.

Section 2. The new performance requirements request 50% reimbursement of CDBG funds by July 15, 2023, completion of construction by November 30, 2023, and submission for 100% reimbursement of CDBG Funds by December 31, 2023.

Section 3. This Resolution shall take effect immediately upon its passage.

Resolution No. 2023-04 CDBG Pathway Park – Amend No. 1 to the Agreement with PBC

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of January 26, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**AMENDMENT 001 TO THE AGREEMENT
WITH
VILLAGE OF PALM SPRINGS**

Amendment 001 with an effective date of December 16, 2022, by and between **Palm Beach County** and the **Village of Palm Springs**.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2022-1290) with the Village of Palm Springs on October 1, 2022, to provide \$120,818 of Community Development Block Grant (CDBG) funds for the construction of sidewalk improvements to create an interconnected pathway system within the Village of Palm Springs; and

WHEREAS, the Village has requested to modify the project performance requirements to allow additional time to award a construction contract and complete a pathway area between Foxtail Palm Park to Gulfstream Road; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": SCOPE OF WORK - SECTION 1. G

Delete Performance Requirements in its entirety and replace as follows:

Award Construction Contract by:	March 31, 2023
Request 50% Reimbursement of CDBG Funds by:	July 15, 2023
Complete Construction by:	November 30, 2023
Submit for 100% Reimbursement of CDBG Funds by:	December 31, 2023

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

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand this _____ day of _____, 20____ and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

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

For its BOARD OF COUNTY COMMISSIONERS

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

**Approved as to Form and
Legal Sufficiency**

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

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

By: _____
Sherry Howard
Deputy Director

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
VILLAGE OF PALM SPRINGS

THIS AGREEMENT, with an effective date of **October 1, 2022**, by and between **Palm Beach County**, a political subdivision of the State of Florida, , and the **Village of Palm Springs**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **226 Cypress Lane, Palm Springs, FL 33461**.

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

WHEREAS, Palm Beach County, in accordance with its FY2022/2023 CDBG Action Plan, and the **Village of Palm Springs**, desire to provide the activities specified in Exhibit "A" of this Agreement; and

WHEREAS, Palm Beach County desires to engage the Village of Palm Springs ("Subrecipient"), to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding not to exceed \$ **\$120,818** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Subrecipient" means the **Village of Palm Springs**, a Subrecipient as defined in 2 CFR Part 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described Pedestrian Pathway and landscaping improvements, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c).

Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

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

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. .

5. **SCOPE OF SERVICES**

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

6. **MAXIMUM COMPENSATION**

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$120,818** for the period of **October 1, 2022**, through and including **December 31, 2023**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2023**.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the 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 DHED.

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

9. CONDITIONS FOR PROJECT IMPLEMENTATION**(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

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

(B) **FINANCIAL ACCOUNTABILITY**

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) **SUBCONTRACTS**

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

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

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

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

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

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

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

(G) **PROGRAM - GENERATED INCOME**

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

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

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

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

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

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

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

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

areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

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

14. AUDITS AND INSPECTIONS

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

15. REPAYMENT PROVISIONS

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

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

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency 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 Agency's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This Reversion provision shall survive the expiration or termination of this Agreement.**

18. DATA BECOMES COUNTY PROPERTY

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

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or

appellate levels or otherwise, arising during and as a result of Subrecipients's performance of the terms of this Agreement or due to the intentional acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

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

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

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

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

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

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

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

- A. **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

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

- C. **Workers' Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- D. **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

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

The Certificate Holder shall read:

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

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

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

21. MAINTENANCE OF EFFORT

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

22. CONFLICT OF INTEREST

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

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

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

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

23. CITIZEN PARTICIPATION

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

24. RECOGNITION

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

25. ADDITIONAL REFERENCE DOCUMENTS

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

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

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

26. TERMINATION AND SUSPENSION

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

(A) TERMINATION FOR CAUSE

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

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

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

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

27. SEVERABILITY OF PROVISIONS

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

28. 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 Subrecipient, and signed by both parties.

29. NOTICE

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement. Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

30. INDEPENDENT CONTRACTOR AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent contractor 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.

31. NO FORFEITURE

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

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. REMEDIES

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

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

35. SOURCE OF FUNDING

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

36. INCORPORATION BY REFERENCE

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

37. PUBLIC RECORDS

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

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

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

38. COUNTERPARTS OF THE AGREEMENT

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

39. E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

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

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

40. ENTIRE UNDERSTANDING

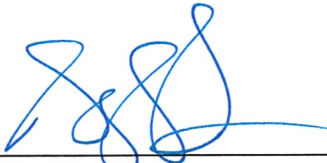
The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded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

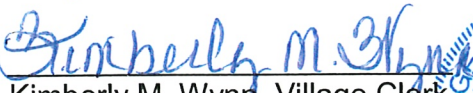
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WITNESS our Hands and Seals on this 22nd day of September, 2022.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: 
Bev Smith, Mayor

By:  Kimberly M. Wynn, Village Clerk

By:  Michael Bornstein, Village Manager



By: 
Glen Torcivia , Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County has hereunto set its hand the day and year above written.

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

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

Approved as to Form and
Legal Sufficiency

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

By:  
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: cn=Howard J. Falcon III, o=Palm Beach County, ou=Enterprise,
email=H.Falcon@pbcgov.org, c=US
I am the author of this document
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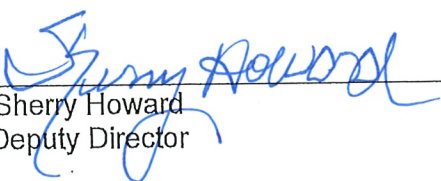
By: 
Sherry Howard
Deputy Director

EXHIBIT "A"**SCOPE OF WORK****1. SUBRECIPIENT OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Subrecipient shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the construction and continued improvements to existing sidewalks that create an interconnected pedestrian pathway system leading to nine (9) parks. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

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

- B. PROJECT SCOPE:** The scope of work for the Pathway System improvements may include, but not be limited to installation of ADA accessible and wider 6' to 8' concrete pathways to complete the interconnected network to the Village Parks, along with pedestrian lighting, landscaping, benches, water fountains and decorative pavers. These enhancements will allow residents to walk or bike between the Village Parks. Improvements typical of Pathway/Sidewalk projects are deemed eligible including the restoration of any areas disturbed by the construction activities. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

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

- Along Davis Road from Alameda Drive, South to Greenbrier Drive and West to Foxtail Palm Park (Park Lane).

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

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

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

(2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award. The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

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

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

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

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

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

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

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

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

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

D. **DAVIS-BACON AND RELATED ACTS (DBRA):**

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

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

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting each reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

Required Use of the Labor Compliance Reporting System (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project.

The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents.

Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

User Responsibilities

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

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.

- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

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

- E. **BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.
- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.

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

Award Construction Contract by:	December 31, 2023
Request 50% Reimbursement of CDBG Funds by:	July 15, 2023
Complete Construction by:	November, 2023
Submit for 100% Reimbursement of CDBG Funds by:	December 31, 2023

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

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

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

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

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

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

- (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

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

- J. **SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DHED upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract.

Section 3 Clause

- (1) 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. 1701u (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.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 75, 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 75 regulations.
- (3) 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.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75.

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 75.

- (5) 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 75.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project. The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$120,818**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

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

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SCHEDULE "I"
MONTHLY REPORT

Report For:	Month: _____ Year: _____		
Subrecipient Name:	VILLAGE OF PALM SPRINGS		
Project Name:	INTERCONNECTED PARK PEDESTRIAN PATHWAYS FY22-23		
Report Prepared By:	_____ _____ _____ Name Signature Date		

BUDGETING AND EXPENDITURE PROJECTIONS

MONTH/YR	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
MONTH/YR	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

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

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$120,818	\$	%
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 & SCHEDULE

Describe your accomplishments and any problems encountered during this reporting period:

PROJECT PERFORMANCE PHASE	DATE
COMPLETE DESIGN	Date
ADVERTISE, ACCEPT BIDS	Date
AWARD CONTRACT	Date
START CONSTRUCTION	Date
SUBMIT 50% REIMBURSEMENT REQUEST	Date
COMPLETE CONSTRUCTION	Date
SUBMIT 100% REIMBURSEMENT REQUEST	Date

Send report to: Project Coordinator or Bud Cheney,
 Department of Housing & Economic Development
 100 Australian Avenue, Suite 500
 West Palm Beach, FL 33406

SCHEDULE "II"

ASBESTOS REQUIREMENTS

SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

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

I. DEFINITIONS

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

II. ASBESTOS SURVEYS

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

For Renovation Projects (projects which will be reoccupied):

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

For Demolition Projects:

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

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

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

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

B. DEMOLITION

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

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

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

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

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

B. DEMOLITION

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

C. NESHAP FORM

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

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

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

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

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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RESOLUTION NO. 2022-29

A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR AND THEIR DESIGNEE TO APPROVE OF AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING TO CONTINUE THE DEVELOPMENT OF THE VILLAGE'S PROPOSED PARK CONNECTOR PATHWAY PROJECT FOR THE AMOUNT OF \$120,818 FY 22/23 FOR THE PARK CONNECTOR PATHWAY PROJECT SUB-PHASE II-A - DAVIS ROAD ALEMEDA TO GREENBRIER TO FOXTAIL PALM PARK (PARK LANE); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the Pathway Park Connector Project ("Project") which is a village-wide trail system that is planned to connect nine (9) of the Village's ten (10) parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. The proposed project includes 6.7 miles of interconnected, enhanced sidewalks. The recommended project consists of construction and installation of improvements with pathways that are ADA-compliant to service those in the Village with special needs, as well as our senior population; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

- (1) will benefit low and moderate income persons; and
- (2) it is a public access in need of repair, including ADA and accessibility improvements; and

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

WHEREAS, Palm Beach County allocated \$120,818 in Community Block Development Block Grant (CDBG) Funds, for the construction of sidewalk improvements to create an interconnected pathway system for the Pathway Park project.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, as follows:

Section 1. The “Whereas” clauses are incorporated herein are true and correct and are hereby made a specific part of this Resolution.

Section 2. Along Davis Road from Alameda Drive, South to Greenbrier Drive and West to Foxtail Palm Park (Park Lane).

Section 3. All funds derived from this Grant will be used toward completion of the Pathway Park Connector Projector Sub-Phase IIA.

Section 4. This Resolution shall take effect immediately upon its passage.

Council Member Brinkman offered the foregoing resolution. Council Member Ready seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☒	☐	☐
DOUG GUNTHER, VICE MAYOR	☒	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☒	☐	☐
PATTI WALLER, COUNCIL MEMBER	☒	☐	☐
GARY READY, COUNCIL MEMBER	☒	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this of September 22, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

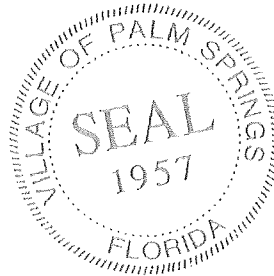
BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY





Village of Palm Springs

Executive Brief

AGENDA DATE: January 26, 2023

DEPARTMENT: Parks & Recreation

ITEM #2: Resolution No. 2023-05 - Approve Amendment No. 2 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2023

SUMMARY: The Parks and Recreation Department is requesting approval of Amendment No. 2 to the Village's October 1, 2021, Community Development Block Grant (CDBG) Agreement R2021-1613, and Amendment No. 1 R2022-0594 on March 7, 2022. The previously approved Agreements provided \$130,515 in CDBG funds for the construction of sidewalk improvements to create an interconnected pathway system with the Village of Palm Springs. This sub-phase is along the Village's easement on the north side of Canal Road and will include the construction of a coquina pathway between Davis Road and Kirk Road.

The proposed Amendment No. 2 allows the Village to modify the project scope and to allow adequate time to receive bids and award a construction contract.

This sub-phase was initially approved as the Village's FY 2022 CDBG Project at the September 23, 2021, Village Council Meeting. The new benchmarks require the Village to expend 50% of CDBG Funds by May 31, 2023, and to complete construction by July 15, 2023. The proposed sub-phase is ready for bidding and will help the Village move forward with the construction of the Park Connector Pathway and meet benchmarks associated with its CDBG program involvement.

The proposed amendment will not change the Village's FY 2022 CDBG allocation of \$130,515. This amendment was prepared by Palm Beach County Department of Housing and Economic Sustainability staff and reviewed by the Parks and Recreation Director and the Village Attorney.

FISCAL IMPACT:

Funding to support the Park Connector Pathway construction is available within the FY 2023 Budget - General Fund utilizing CDBG Funds, Infrastructure Surtax (Sales Tax) and General Fund.

ATTACHMENTS:

1. Resolution No. 2023-05 CDBG Grant Application - Amendment No. 2 Extension to the Agreement
2. Amendment No. 2 to R2021-1613
3. Amendment No. 1 (R2022-0594) to Agreement R2021-1613
4. Agreement R2021-1613

RESOLUTION NO. 2023-05

A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, OR THEIR DESIGNEE, TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT (R2021-1613) AND AMENDMENT NO. 1 TO AGREEMENT (R2022-0594) WITH PALM BEACH COUNTY AMENDING THE LOCATION OF THE PATHWAY PARK CONNECTOR SYSTEM, EXTENDING THE TIME OF COMPLETION TO JULY 15, 2023, TO INCLUDE CONSTRUCTION OF A COQUINA PATHWAY BETWEEN DAVIS ROAD AND KIRK ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the Pathway Park Connector Project ("Project") which is a village-wide trail system that is planned to connect nine (9) of the Village's ten (10) parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. The proposed project includes 6.7 miles of interconnected, enhanced sidewalks. The recommended project consists of construction and installation of improvements with pathways that are ADA-compliant to service those in the Village with special needs, as well as our senior population; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

- (1) will benefit low and moderate income persons; and

(2) it is a public access in need of repair, including ADA and accessibility improvements; and

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

WHEREAS, Parks and Recreation request approval of Amendment No. 2 to the October 1, 2021, Community Development Block Grant (CDBG) Agreement R2021-1613 and Amendment No. 1 to Agreement R2022-0594 approved on March 7, 2022 by Village Council; and

WHEREAS, the previously approved Agreement provided \$130,515 in CDBG funds for the construction of sidewalk improvements to create an interconnected pathway system with the Village of Palm Springs. This sub-phase is along the Village's easement on the north side of Canal Road and will include the construction of a coquina pathway between Davis Road and Kirk Road; and

WHEREAS, Pathways are to be implemented along North side of Canal 11, between Kirk Road and Davis Road, with the exception of the area located between Rostan Lane and Gulfstream Road; and

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, as follows:

Section 1. The “Whereas” clauses are incorporated herein are true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village request 50% reimbursement of CDBG funds before May 31, 2023. The construction project will be completed by July 15, 2023. Request 100% reimbursement of CDBG funds by July 30, 2023.

Section 3. This Resolution shall take effect immediately upon its passage.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this day of January 26, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**AMENDMENT 002 TO THE AGREEMENT
WITH
VILLAGE OF PALM SPRINGS**

Amendment 002 with an effective date of December 16, 2022 by and between **Palm Beach County** and the **Village of Palm Springs**.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2021-1613) with the Village of Palm Springs on October 1, 2021, as amended by Amendment 001 (R2022-0594) on March 07, 2022, to provide \$130,515 of Community Development Block Grant (CDBG) funds for the construction of sidewalk improvements to create an interconnected pathway system in the Village of Palm Springs; and

WHEREAS, both parties desire to modify the original Agreement to revise the Project Scope to include the relocation of a utility pole and to extend the project performance requirements to allow adequate time to receive bids and award a construction contract; and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": WORK PROGRAM NARRATIVE - SECTION 1. B

Under "Project Area", delete in its entirety:

"Davis Road between Alameda Drive and Greenbrier Drive, Davis Rd to Kirk Rd along Greenbrier Drive and Park Lane (Foxtail Palm Park)

Replace description of Project Area with the following:

Project Area: Pathways are to be implemented along North side of Canal 11, between Kirk Road and Davis Road, with the exception of the area located between Rostan Lane and Gulfstream Road.

C. EXHIBIT "A": WORK PROGRAM NARRATIVE - SECTION 1. G

Delete Performance Requirements in its entirety and replace with the following:

Request 50% Reimbursement of CDBG Funds by: May 31, 2023
Complete Construction by: July 15, 2023
Request 100% Reimbursement of CDBG Funds by: July 30, 2023

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

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IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand this _____ day of _____, 20____ and caused this Amendment 002 to be executed.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Attorney for Subrecipient
(Signature Optional)

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

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

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

**Approved as to Form and
Legal Sufficiency**

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

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

By: _____
Sherry Howard
Deputy Director

R2022 0594

**AMENDMENT 001 TO THE AGREEMENT
WITH JUN 14 2022
VILLAGE OF PALM SPRINGS**

Amendment 001 with an effective date of May 2, 2022, by and between **Palm Beach County** and the **Village of Palm Springs**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2021-1613) with the Village of Palm Springs on October 1, 2021, to provide \$130,515 of Community Development Block Grant (CDBG) funds for the construction of sidewalk improvements to create an interconnected pathway system in the Village of Palm Springs; and

WHEREAS, the Village has requested to modify the project scope and project location; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": WORK PROGRAM NARRATIVE - SECTION 1. B

Modify Project Scope and Project Area as follows:

PROJECT SCOPE: The scope of the Park Pathway System improvements may also include, the construction of a coquina stone pathway and native Florida landscaping.

Project Area: The location of the improvements is as follows:

- Along North side of Canal 11, between Kirk Road and Davis Road.

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

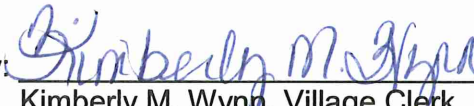
IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand the day and year above written and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)



VILLAGE OF PALM SPRINGS

By: 
Bev Smith, Mayor

By: 
Kimberly M. Wynn, Village Clerk

By: _____
Attorney for Subrecipient
(Signature Optional)

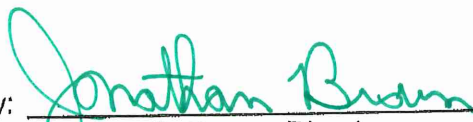
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

R2022 0594

JUN 14 2022

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

For its BOARD OF COUNTY COMMISSIONERS

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

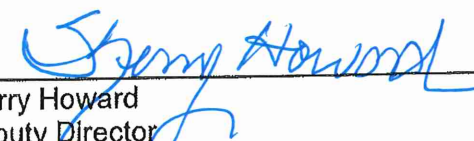
Date: May 2, 2022

**Approved as to Form and
Legal Sufficiency**

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

Digitally signed by Howard J. Falcon III
DN: c=org, DC=pbogov, OU=Enterprise,
OU=ATT, OU=Users, CN=Howard J. Falcon III,
email=hfalcon@pbogov.org
Location: your signing location here
Date: 2022.04.27 11:26:56-04'00'
Foxit PDF Reader Version: 11.2.1

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

By: 
Sherry Howard
Deputy Director

RESOLUTION NO. 2022-17

A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO ENTER INTO AMENDMENT NO. 1 TO THE COMMUNITY BLOCK GRANT (CDBG) AGREEMENT WITH PALM BEACH COUNTY TO MODIFY THE SCOPE OF IMPROVEMENTS AND CONSTRUCTION OF THE PATHWAY PARK SYSTEM PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes;

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the Pathway Park Connector Project ("Project") which is a village-wide trail system that is planned to connect nine (9) of the Village's ten (10) parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. The proposed project includes 6.7 miles of interconnected, enhanced sidewalks. The recommended project consists of construction and installation of improvements with pathways that are ADA-compliant to service those in the Village with special needs, as well as our senior population; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

- (1) will benefit low and moderate income persons; and
- (2) it is a public access in need of repair, including ADA and accessibility improvements; and

Resolution No. 2022-17 CDBG Pathway Park – Amendment No. 1– Change the Scope of the Project

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

WHEREAS, Palm Beach County allocated \$130,515 in Community Block Development Block Grant (CDBG) Funds, for the construction of sidewalk improvements to create an interconnected pathway system for the Pathway Park project; and

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, as follows:

Section 1. The “Whereas” clauses are incorporated herein are true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village Council authorizes and directs the Parks and Recreation Director to submit Amendment 001 to the Agreement to the to the Palm Beach County Housing and Community Development to modify the scope of the Pathway Connector Park project system to include the construction of coquina stoner pathway and Native Florida landscaping along the North Side of Canal 11, between Kirk Road and Davis Road.

Section 3. All funds derived from this Grant will be used toward completion of the Pathway Park Connector Projector Sub-Phase IIB.

Section 4. This Resolution shall take effect immediately upon its passage.

Council Member Waller offered the foregoing resolution. Council Member Brinkman seconded the motion, and upon being put to a vote, the vote was as follows:

Resolution No. 2022-17 CDBG Pathway Park – Amendment No. 1– Change the Scope of the Project

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☒	☐	☐
DOUG GUNTHER, VICE MAYOR	☒	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☒	☐	☐
PATTI WALLER, COUNCIL MEMBER	☒	☐	☐
GARY READY, COUNCIL MEMBER	☒	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 14th day of April 2022

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

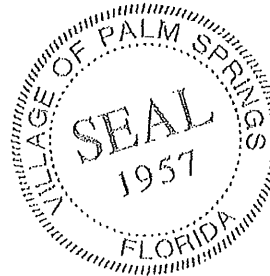
BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY



AGREEMENT BETWEEN PALM BEACH COUNTY

AND

VILLAGE OF PALM SPRINGS

R 2021 1613 NOV 02 2021

THIS AGREEMENT, with an effective date of October 1, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **Village of Palm Springs**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 226 Cypress Lane, Palm Springs, FL 33461.

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

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the **Village of Palm Springs**, desire to provide the activities specified by this Agreement; and

WHEREAS, Palm Beach County desires to engage the **Village of Palm Springs** to implement such undertakings of the Community Development Block Grant Program, as a Subrecipient.

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

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Subrecipient" means the **Village of Palm Springs**, a Subrecipient as defined in 24 CFR 200
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described sidewalk improvements which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low and Moderate Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. GENERAL COMPLIANCE

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

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

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

6. MAXIMUM COMPENSATION

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$130,515** for the period of **October 1, 2021**, through and including **December 31, 2022**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2022**.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder. The

Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the 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 DHED. The Subrecipient may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons

performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

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

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

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

(G) PROGRAM - GENERATED INCOME

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

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

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

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable,

all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

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

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

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

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this

Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

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

14. AUDITS AND INSPECTIONS

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

15. REPAYMENT PROVISIONS

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

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

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG funds must either

be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Subrecipient 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 improvements to, the property. This provision shall survive the expiration or termination of this Agreement.

18. DATA BECOMES COUNTY PROPERTY

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

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Subrecipient's negligent or intentional acts in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

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

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

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

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

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

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

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

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

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

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

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects

or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient 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 area or any parcel 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 Subrecipient. Any possible conflict of interest on the part of the Subrecipient or its employees shall be disclosed in writing to DHED 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.

23. CITIZEN PARTICIPATION

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

24. RECOGNITION

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

25. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Subrecipient;
- (B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (C) 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;
- (D) 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;
- (E) 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;
 - (F) Florida Statutes, Chapter 112;
 - (G) Palm Beach County Purchasing Code;
 - (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
 - (I) The Subrecipient's personnel policies and job descriptions; and
 - (J) The Subrecipient's Certificate of Insurance.
 - (K) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

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

26. TERMINATION AND SUSPENSION

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

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

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

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the

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

27. SEVERABILITY OF PROVISIONS

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

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform 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 Subrecipient, and signed by both parties.

29. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement.

30. INDEPENDENT AGENT AND EMPLOYEES

The Subrecipient 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.

31. 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 such rights.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. EXCLUSION OF THIRD PARTY BENEFICIARIES

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

35. SOURCE OF FUNDING

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

36. INCORPORATION BY REFERENCE

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

37. PUBLIC RECORDS

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

38. COUNTERPARTS OF THE AGREEMENT

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

39. ENTIRE UNDERSTANDING

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

VILLAGE OF PALM SPRINGS

WITNESS our Hands and Seals on this 23rd day of September, 2021.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS



By: [Signature]
Bev Smith, Mayor

By: [Signature]
Kimberly M. Wynn, Village Clerk

Approved as to form:

By: [Signature]
Glen Torcivia, Attorney for Subrecipient

R2021 1613

NOV 02 2021

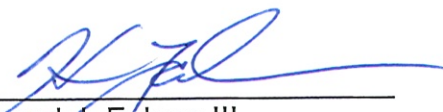
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

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

Approved as to Form and
Legal Sufficiency

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

By: 
Howard J. Falcon III
Chief Assistant County Attorney

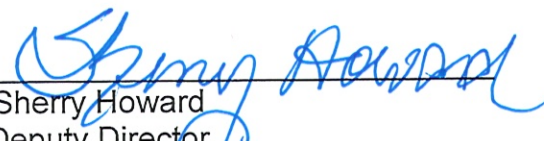
By: 
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. SUBRECIPIENT OBLIGATIONS:

- A. PROFESSIONAL SERVICES:** The Subrecipient shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the construction improvements to existing sidewalks that will create an interconnected pathway system between nine (9) of the Village parks. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

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

- B. PROJECT SCOPE:** The scope of the Park Pathway System improvements may include, but not be limited to construction of new sidewalk improvements (new and/or repair) to create an interconnected pathway to link (9) parks within the Village Park system of the project area, along with ADA accessibility to enhance pedestrian travel. Other typical amenities for these types of projects, including pedestrian lighting, benches, water fountains, and decorative pavers along with restoration of any areas disturbed by the construction activities.

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

- Davis Road between Alameda Drive and Greenbrier Drive, Davis Rd to Kirk Rd along Greenbrier Drive and Park Lane (Foxtail Palm Park)

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

- (1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:
- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
 - (b) State that "equal" equipment or materials will be accepted, and
 - (c) Identify the minimum requirements to establish equality.
- (2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow

for any local procurement preferences with regard to contract award.

The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

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

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

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

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

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

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

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

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

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

D. **DAVIS-BACON AND RELATED ACTS (DBRA):**

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

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

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting each reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

Required Use of the Labor Compliance Reporting System (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

User Responsibilities

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

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

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

- E. BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.
- F. CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.
- G. PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be as follows:

Request 50% Reimbursement of CDBG Funds by:	July 15, 2022
Complete Construction by:	November 2022
Request 100% Reimbursement of CDBG Funds by:	December 31, 2022

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

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

- H. **REPORTS:** The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Exhibit "B" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Report. These Monthly Reports shall be submitted to DHED beginning the month of the effective date of the Agreement. They shall be used by DHED to assess the Subrecipient's progress in implementing the project.
- I. **USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
 - (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
 - (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

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

- J. **SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DHED upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract.

Section 3 Clause

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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 135.
- (5) 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.
- (6) 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.

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

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project. The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. **COUNTY OBLIGATIONS:**

- A. Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$130,515**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

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

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EXHIBIT "B"
MONTHLY REPORT

Report For:	Month: _____ Year: _____		
Subrecipient Name:	VILLAGE OF PALM SPRINGS		
Project Name:	PARK CONNECTOR PATHWAY SYSTEM FY2021-2022		
Report Prepared By:	Name _____ Signature _____ Date _____		

BUDGETING AND EXPENDITURE PROJECTIONS

MONTH/YR	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
MONTH/YR	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

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

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$130,515	\$	%
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 & SCHEDULE

Describe your accomplishments and any problems encountered during this reporting period: _____

PROJECT PERFORMANCE PHASE**DATE**

START DESIGN

Date

COMPLETE DESIGN

Date

ADVERTISE, ACCEPT BIDS

Date

AWARD CONTRACT

Date

START CONSTRUCTION

Date

SUBMIT 50% REIMBURSEMENT

Date

COMPLETE CONSTRUCTION

Date

SUBMIT 100% REIMBURSEMENT

Date

Send report to: Project Coordinator or Bud Cheney
Department of Housing & Economic Development
100 Australian Avenue, Suite 500, West Palm Beach, FL 33406

EXHIBIT "C"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

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

I. DEFINITIONS

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

II. ASBESTOS SURVEYS

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

For Renovation Projects (projects which will be reoccupied):

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

For Demolition Projects:

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

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

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1%

asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

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

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

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

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

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

B. DEMOLITION

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

C. NESHAP FORM

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

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

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

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

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

RESOLUTION NO. 2021-29

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING TO CONTINUE THE DEVELOPMENT OF THE VILLAGE'S PROPOSED PARK CONNECTOR PATHWAY PROJECT IN THE AMOUNT OF \$130,515; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the Park Connector Pathway System ("Project") for the construction and install improvements to existing sidewalk network to create an interconnected pathway system enhanced with pedestrian amenities that link nine (9) of the Village's ten (10) parks; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defied by HUD, in as much as the Project:

- (1) will benefit low- and moderate-income persons; and
- (2) it is a public access in need of repair, including ADA and accessibility improvements; and proposed.

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, as follows:

Section 1. The "Whereas" clauses are incorporated herein are true and correct and

Resolution No. 2021-29 CDBG for Park Connector Pathway

are hereby made a specific part of this Resolution.

Section 2. The Village Council hereby authorizes and directs the Village Manager to submit a grant application to the Palm Beach County Housing and Community Development in the amount \$154,405 for the Fiscal Year 2021-2022 Community Development Block Grant (CDBG) to undertake the Project.

Section 3. All funds derived from this Grant will be used toward completion of the Park Connector Pathway System.

Section 4. This Resolution shall take effect immediately upon adoption.

Council Member Brinkman offered the foregoing resolution. Council Member Ready seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☒	☐	☐
GARY READY, VICE MAYOR	☒	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☒
JONI BRINKMAN, COUNCIL MEMBER	☒	☐	☐
PATTI WALLER, COUNCIL MEMBER	☒	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this 23rd day of September 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

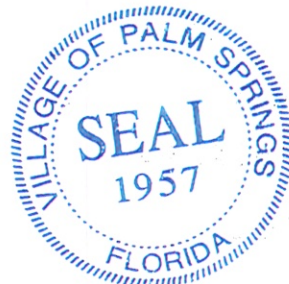
BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY



CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
CONTRACT DEVELOPMENT & QUALITY CONTROL DIVISION
100 AUSTRALIAN AVENUE, 5TH FLOOR
WEST PALM BEACH, FL 33406

Administrator

Issue Date 9/29/21

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, Florida 32853-8135

COVERAGES

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

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST**AGREEMENT NUMBER:** FMIT 0459**COVERAGE PERIOD:** FROM 10/1/20**COVERAGE PERIOD:** TO 10/1/21 12:01 AM STANDARD TIME**TYPE OF COVERAGE - LIABILITY****General Liability**

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- ☒ Errors and Omissions Liability
- ☒ Employment Practices Liability
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants'/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☒ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- ☒ **Buildings**
 - ☒ Basic Form
 - ☒ Special Form
- ☒ **Personal Property**
 - ☐ Basic Form
 - ☒ Special Form
- ☒ Agreed Amount
- ☒ Deductible \$5,000
- ☒ Coinsurance 100%
- ☒ Blanket
- ☐ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value

☒ **Miscellaneous**

- ☒ Inland Marine
- ☒ Electronic Data Processing
- ☒ Bond

Limits of Liability on File with Administrator**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐ SIR Deductible N/A

Automobile/Equipment - Deductible

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

Other

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

Description of Operations/Locations/Vehicles/Special Items

RE: Evidence of Insurance

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

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

Designated Member

Village of Palm Springs
226 Cypress Lane
Palm Springs FL 33461

Cancellations

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



AUTHORIZED REPRESENTATIVE



Village of Palm Springs

Executive Brief

AGENDA DATE: January 26, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #3: Ordinance No.2023-01 - Land Use Amendment and Rezoning (Small-Scale) - Collection Suites Palm Springs

SUMMARY: Mr. Javier Fernandez, agent for Collection Suites Palm Springs ("Applicant"), is requesting a Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning and Site Development Plan on 7.313 acres (comprised of three parcels) to facilitate an industrial development project.

The proposed small-scale land use change would be from Commercial Land Use to Light Industrial, concurrent with Rezoning from Commercial General (CG) to Light Industrial (LI). The combined properties are less than 50 acres in size (7.313 acres total) and are planned for a mix of warehouse/self-storage.

The applicant is concurrently requesting Site Plan approval to allow a development concept of a 79,350 square foot warehouse/self-storage condominium called "Collection Suites Palm Springs" that would contain approximately nineteen (19) condominium units ranging in size from 3,206 square feet to 8,343 square feet, complemented by a 5,256 square foot clubhouse, a 1,283 square foot office, and related support spaces, in addition to the existing 36,054 square feet indoor athletic court (trampoline center). The proposed site plan is presented (within this item) for informational purposes only (no action is required at this time).

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use map and rezoning amendments are approved on the 2nd and final reading, and the proposed Site Plan will be presented for consideration at a future date.

Ordinance No. 2023-01 was advertised in the Lake Worth Herald on December 29, 2022, and re-advertised in the Palm Beach Post on January 9, 2023, due to changes.

The proposed request was submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review, and no comments were received.

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers, and provides opportunities to resolve potential disputes only within the plan amendment.

The Planning and Zoning Board considered this item during their January 10, 2023 meeting and recommended approval.

The Local Planning Agency (LPA) is considering this item during their January 26, 2023 meeting.

The proposed ordinance is being presented on the first reading and, if it is recommended approval, will be presented on the 2nd and final reading by the Village Council on February 9, 2023.

FISCAL IMPACT:

The proposed land use and zoning amendments are not expected to provide a direct fiscal impact on the Village; however, it would facilitate development that will increase the Village's property valuation.

ATTACHMENTS:

1. Proposed Ordinance No. 2023-01 - Small Scale Land Use Amendment & Rezoning - Collection Suites Palm Springs
2. Collection Suites Palm Springs - Project Narrative
3. Proposed Site Plan (informational only)
4. Aerial, Location, FLUM and Zoning Maps

ORDINANCE NO. 2023-01

(SMALL SCALE LAND USE AMENDMENT & REZONING)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE “SMALL SCALE” COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR 7.313 ACRES (COMPRISED OF THREE PARCELS) TO ALLOW FOR A MIX OF WAREHOUSE/SELF-STORAGE CONDOMINIUM, COMPLIMENTED BY A 5,256 SQUARE FOOT CLUBHOUSE, A 1,283 SQUARE FOOT OFFICE AND RELATED SUPPORT SPACES, LOCATED AT 874, 884, AND 964 SOUTH CONGRESS AVENUE, PLANNED FOR “LIGHT INDUSTRIAL”, FROM A FUTURE LAND USE DESIGNATION OF “COMMERCIAL GENERAL (CG) TO A FUTURE LAND USE DESIGNATION OF “LIGHT INDUSTRIAL (LI)”; FURTHER CHANGING THE ZONING DESIGNATION FROM “COMMERCIAL GENERAL (CG)” DISTRICT TO PROVIDE FOR A ZONING DESIGNATION OF “LIGHT INDUSTRIAL (LI)” DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has determined the need to amend the land use and zoning designations for a parcel less than 50 acres in size (7.313 acres) that is currently vacant, and is currently proposed for “Light Industrial (LI)”, use located 874, 884, and 964 South Congress Avenue; and

WHEREAS, the Village will initiate the small-scale land use and zoning changes from the existing Village of Palm Springs designations. The subject property is less than 50 acres in size; and

WHEREAS, the Village has adopted a Comprehensive Plan pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”); and

WHEREAS, the Village Council, sitting as the Village’s Local Planning Agency (the “LPA”) will consider this item on January 26, 2023, and their recommendation will be provided to the Council prior to consideration; and

WHEREAS, the Village Council has considered the request of Village Staff for small-scale land use amendments and re-zoning designation; and

WHEREAS, the Village Council has determined that granting the request for land use amendment and rezoning serves a valid public purpose and is consistent with the goals, policies, and objectives of the Village Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. Findings. The Village Council finds the above statements are true and correct and serve as a basis for consideration of this ordinance.

Section 2. Future Land Use. The Future Land Use designation in the Village's Comprehensive Land Use Plan for the lands described herein, as more particularly designated in "**Exhibit A**" shall be established as "Light Industrial (LI)" land uses.

Section 3. Zoning. Concurrent with said small-scale land use amendment, the Land Development (Zoning) District designation on the official Village of Palm Springs Zoning Map shall be established as "Light Industrial (LI)", more particularly designated in **Exhibit "A"**, subject to the approval and appeal period stated in Section 2, above.

Section 4. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith cause the designation of the zoning of the property described in the attached "**Exhibit A**", as set forth in Section 3 of this Ordinance, on the official Village of Palm Springs Zoning Map.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective 31 days after adoption, or, if timely appealed, when the state land planning agency or Administration Commission issues an order finding compliance as provided by section 163.3187(5), Florida Statutes.

Council Member offered the foregoing Ordinance and moved its adoption. The motion was seconded by Council Member

_____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



December 28, 2022

Via E-Mail to: icabrera@vpsfl.org

Ms. Iramis Cabrera, Director
Planning, Zoning & Building Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: 874 & 884 S. Congress Avenue, Palm Springs, FL (Parcel Control Nos: 70-43-44-05-25-002-0000; 70-43-44-05-25-003-0000; 70-43-44-05-25-004-0000) (collectively, the "Property") – Request for Future Land Use Plan Amendment, Rezoning, Site Plan Approval, Waivers and a Variance.

Dear Ms. Cabrera:

Our firm represents Astrax LLC (the "Applicant"). The Property is presently owned by Palm Springs Villages, LLC ("Owner"). Applicant is the contract purchaser of the Property and submits this application to the Village of Palm Springs (the "Village"), with the Owner's authorization, requesting approval of a Future Land Use amendment, rezoning, and companion site plan with waivers for the Property. Below is a short narrative summarizing the Property's history and Applicant's request.

▪ **Future Land Use/Zoning Designation & Property History**

The Property was voluntarily annexed into the Village on April 27, 2006 and designated with a Future Land Use (FLU) designation of *Commercial* and Zoning designation of *General Commercial* (GC). The Property retains the same FLU and zoning designation to this day. At the time of the annexation, the Village entered into an agreement with the then property owner under Resolution No. 2006-50 to permit the construction of a mixed-use development consisting of warehouse, retail with drive-through and fast-food restaurant with a drive-through. The annexation agreement was only valid for a term of five (5) years and is now expired.

Thereafter, in October of 2012, the Village Council approved a site plan and concurrently a special exception use for the development and construction of 19,028 square feet of office space and 29,691 square feet of utility warehouse with a gas station with 12 fueling positions. While approved, this project was never executed.

Most recently, on July 13, 2017, the Village Council approved a site plan and concurrently a special exception use with four (4) waivers to permit the development and construction of a 6,800 square foot restaurant and 36,000 square feet of indoor athletic court. The waivers approved by the Village Council liberalized the Property's required setbacks as follows: (i) a reduction to the setback along S. Congress Avenue for Building A from the required 50' to 30'; (ii) a reduction to the required setback along S. Congress Avenue for Building C from the required 50' to 25'; (iii) a modification to the side corner setback along Holly Road for Building C to allow 20' setback where 25' is required; and (iv) to permit the overlap of 100% of the existing/proposed easements for FPL and LWDD within the southern perimeter landscape buffer

instead of the maximum 5' overlap. While the indoor athletic court use was completed, the balance of the project was never executed.

▪ **Applicant's Proposed Development Concept**

Applicant proposes to improve a portion of the Property with a warehouse condominium product comprised of 79,350 square foot and called the "Collection Suites Palm Springs" (the "Project"). The Project that will contain approximately nineteen (19) condominium units ranging in size from 3,206 sq. ft. to 8,343 sq. ft. These warehouse/storage condominium units will be complemented by a 5,256 square foot clubhouse, 1,283 square foot office and related support spaces.

The Project innovates on Applicant's success with a similar development concept located in Miami-Dade. The units function as luxury suites for collectors. These fully customizable suites are used by their owners to store collector vehicles, wine and art (among other collector's items) and provide each owner with a space where the stored valuables can also be enjoyed in an environment which is both comfortable and rich in amenities. Each unit/suite in this exclusive collector's community will boast luxury finished, spacious living areas, high tech features, full automaton, extensive security options, and complemented by an entertainment clubhouse. Most spaces will include a mezzanine level, kitchenette, wine cellar, state-of-the-art entertainment and technology features, VIP concierge services and more. In addition, the association will promote activities and events to bring like-minded individuals together around their shared passions with the goal of building community. More information about the concept and the Applicant's past projects can be found at: <https://collection-suites.com>.

▪ **Parcel Information & Applicant's Request**

The following table provides information regarding the individual parcels, all owned by the Owner and under contract by the Applicant for purchase, which consist of the Property that is the subject of the application.

PCN#	Address	Acreage	Existing Use	Existing FLU	Proposed FLU	Existing Zoning	Proposed Zoning
70-43-44-05-25-002-0000	884 S. Congress Ave	2.37 acres	Vacant	Commercial	Light Industrial	Commercial General	Light Industrial
70-43-44-05-25-003-0000	874 S. Congress Ave	1.30 acres	Vacant	Commercial	Light Industrial	Commercial General	Light Industrial
70-43-44-05-25-004-0000	None	1.16 acres	Vacant	Commercial	Light Industrial	Commercial General	Light Industrial

As summarized hereinabove, Applicant respectfully requests the City's approval of the following:

1. FLU amendment of the Property from *Commercial* to *Light Industrial*;
2. Rezoning of the Property from *Commercial General (CG)* to *Light Industrial*;
3. Pursuant to s. 34-1063.(c), site plan approval with the following Waivers:
 - a. A reduction in the required setback S. Congress Avenue from the required 30' to 25' at its narrowest point;

- b. A reduction in the required setback along Holly Road from the required 30' to 20' at its narrowest point;
 - c. A reduction in the required Interior (NE Abutting Residential lots) setback from 75' to 30' at its narrowest point;
 - d. A modification to the permitted number of special events allowed on the Property from four (4) to not more than twelve (12) each calendar year; and
4. A variance pursuant to s. 34-891.(2) requesting authorization for the operation of the Project for 24 hours where otherwise limited to between 7 A.M. and 11 P.M. per s. 34-891.(1).

Below is summary of the requests consistency with the Village Comprehensive Plan and the Community Redevelopment Area (CRA) Plan.

▪ **Consistency with the Comprehensive Plan**

The requested FLU amendment and rezoning of the Property to include the proposed warehouse facility is consistent with several of the Village's Comprehensive Plan goals, objectives and policies regarding land use, redevelopment activities and economic development. Below are some of the applicable objective and policies followed by our statements of compliance.

Objective C: The Light Industrial Future Land Use category shall allow as permitted uses establishments which will accommodate employment centers using light-assembly, manufacturing, warehouse, distribution, showroom, and non-local office needs of the Village.

The request will help facilitate the construction of a condominium warehouse use which is permitted within the existing and proposed *Light Industrial* future land use category described within this Objective.

Policy A.6: Continually maintain and update, when necessary, development regulations which assure efficient, high quality residential design construction, and redevelopment activities.

The request, if granted, will ensure the construction of a new warehouse facility use on vacant land within the S. Congress Avenue corridor.

Policy P.1: The Urban Redevelopment Area (URA) – The purpose of the URA is to focus on redevelopment and infill efforts by promoting economic growth, improving the present conditions of infrastructure, investment, and reinvestment in the area, and discouraging urban sprawl by directing development where resources exist.

The Property is located within the URA, which encourages urban infill development activities like the Project. The potential construction of the condominium warehouse product on the Property reflects the Applicant's investment in the Village, will drive economic growth within the URA, and will likely spur ancillary development due to the demand induced by this investment.

Policy P.3: Mixed-use centers and employment centers shall be encouraged in the Urban Redevelopment Area (URA) where appropriate.

The Project represents a direct economic investment within the CRA that will create direct employment opportunities as part of the Project as well as induce indirect employment opportunities to meet needs of investors/collectors that will acquire the condominium warehouse units.

▪ **Consistency with Village Community Redevelopment Area Plan**

The requested amendments for the Project are consistent with the Village's CRA plan and strategies. As required by the Village's development application, the following CRA criteria which have are listed below with are response listed thereafter.

1. Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA

a. Improving Utilities and Infrastructure

New utilities and infrastructure will be provided for the proposed Project resulting in a general upgrade to utilities and infrastructure within the CRA.

b. Expanding Job Development & Economic Growth

The construction of the Project will create both direct and indirect employment opportunities within the CRA both during the construction phase and once the Project is operational. This investment within the CRA and use of infill property meets the goals of the CRA.

c. Enhancing Public Safety

With the construction of the Project, a previously vacant site will be improved and activated bringing new life and activity to a currently dormant area. The additional activity and investment will substantially enhance the safety of the immediate area.

d. Increasing and Maintaining Workforce Housing

Although the Project does not include any residential component, the request will result in new jobs within the Village which will help reduce transportation costs for residents working there.

e. Advancing the Partnership with Palm Beach County

The Applicant will continue to work with Palm Beach County (the "County") with regards to the proposed request.

2. Proposal's Effect on Existing Conditions (identified in CRA Redevelopment Plan) in the CRA District.

The Project will convert approximately five (5) acres of vacant land to the proposed condominium warehouse use. The proposed development reflects the plan's desire for urban development with the CRA.

3. Proposal's Ability to Assist in Achieving Strategies & Objectives of the Palm Springs CRA.

The Applicant has put the assemblage under contract for purchase to allow it to replicate its highly successful Collection Suites Project operating in Doral, FL. The Project advances *Goal I, Policy 1.1* of the CRA – *CRA shall encourage development that provides...appropriate destination business*. The Project represents a quality destination business that is self-contained, visually attractive and is physical compatible with preserving the CRA and Village's "small town" feel. The Project further promotes *Goal II – Creation of Jobs* – by increasing employment opportunities within the Congress Avenue subdistrict. In addition, the Project promotes *Goal IV – Protect residential uses adjacent to...Congress Avenue corridors* -, specifically *Objective IV.II – Create design standards for infill development that appropriately buffer existing residential uses* – as it introduces a use that will further stabilize the adjacent residential neighborhood while creating no negative externalities such as noise and traffic. Finally, the Project supports *Goal V, Objective V.I* through the installation of pedestrian comfort amenities, such as a sidewalk, along the perimeter of the Property that will enhance pedestrian mobility and safety in the immediate area.

▪ Future Land Use Plan Amendment

The subject request includes a re-designation of the Property from *Commercial* to *Light Industrial*. The acreage of the Property represents less than 1% of the total land mass of the Village and the proposed change will have a minimal impact to the surrounding area and Village.

▪ Rezoning

The corresponding rezoning is proposed to change the designation from *Commercial General District (CG)* to *Light Industrial (LI)*. The Project facilitated by the requested rezoning will provide all necessary facilities to support the Property's development, including storm drainage, potable water, sewage treatment, solid waste disposal, and other services, as applicable.

▪ Variance

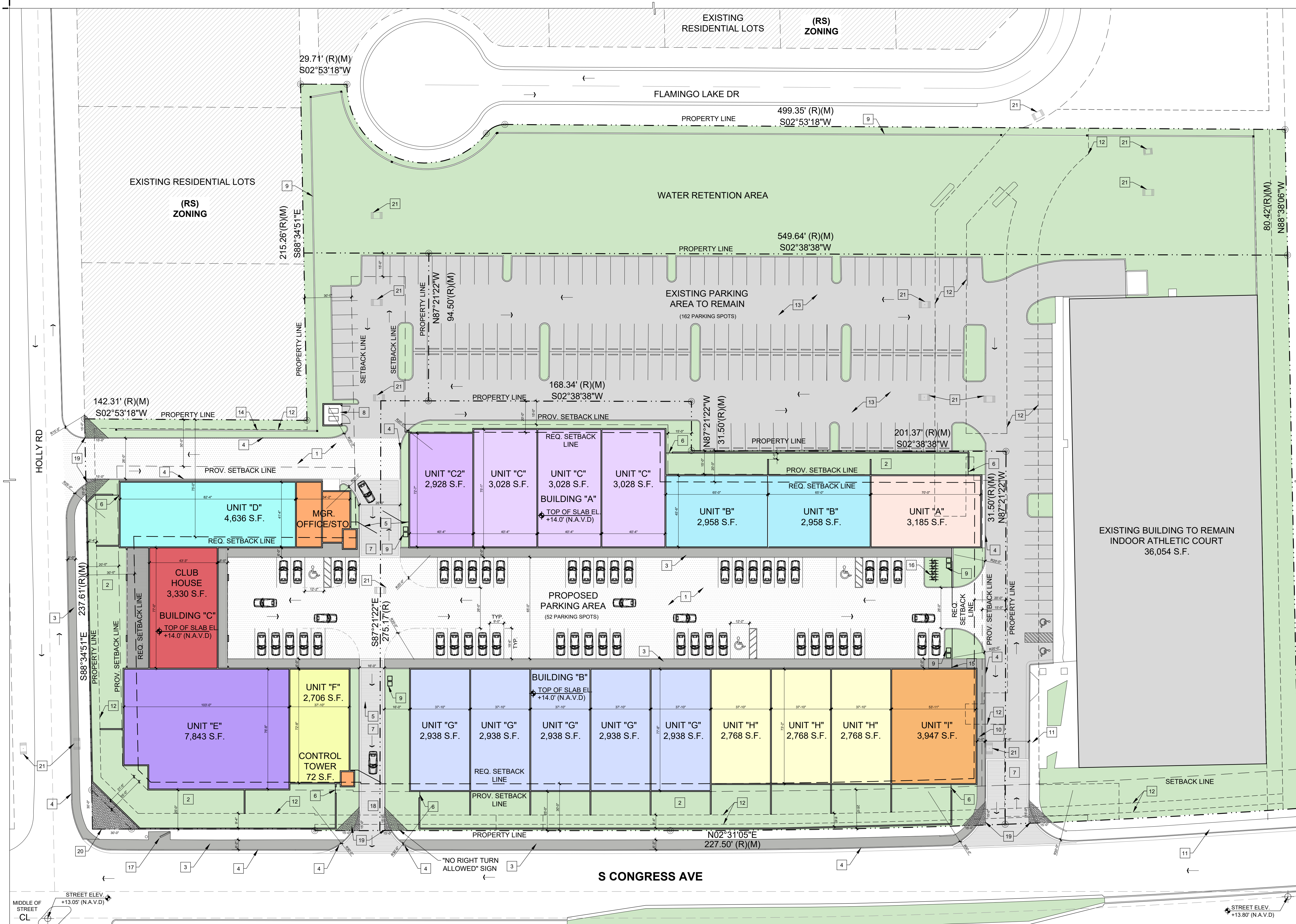
As noted hereinabove, Applicant is requesting the Village Council's approval of a variance authorizing extended hours of operation pursuant to s. 34-891.(2). Presently, the commercial uses are limited to operating hours of between 7 A.M. and 11 P.M. (the "Standard Operating Hours"). Applicant seeks the Village Council's approval a variance to permit Project unit owners and their guest to use their individual units 24-hours a day. However, no commercial business activity will occur during the extended hours of operation.

Sec. 34-891.(2) of the Village's Land Development Code ("Code") authorizes a variance from the Standard Operating Hours at the Village Council's discretion. Applicant's proposed Project units are individually owned. Some owners may utilize the same to conduct business on the Property during Standard Operating Hours, but most owners also utilize the proposed units in the Project as personal recreational and entertainment spaces. Applicant wishes to ensure that prospective owners can access and use those proposed Project units for such personal enjoyment and entertainment outside the Standard Operating Hours without issue. Such personal use will be conducted within the Project and the individual units and, therefore, should not create any adverse impacts on neighboring uses.

We look forward to working with you on this submittal and receipt of your favorable recommendation for Applicant's request.

Respectfully submitted,

Javier E. Fernández, Esq.
For the Firm



1

PROPOSED SITE PLAN

SCALE: 1/32" = 1'-0"

NOTES:

- ALL MECHANICAL EQUIPMENT SHALL BE PLACED ON THE ROOF MORE THAN 10'-0" AWAY FROM ROOF EDGE AND TO BE SCREENED BY PARAPETS.
- PROJECT SHALL MEET THE REQUIREMENTS OF THE CITY'S FLOOD PLAIN MANAGEMENT ORDINANCE
- SITE SHALL MEET THE ARTS IN PUBLIC SPACES LDC SEC. 75-100 THROUGH SEC. 75-115.
- ALL STREETS SHALL BE DESIGNATED AS PUBLICLY DEDICATED OR PRIVATELY DEDICATED AND MAINTAINED.

ADJACENT ZONING AREAS:

• LI	LIGHT INDUSTRIAL
• CG	COMMERCIAL GENERAL
• RS	SINGLE FAMILY
• UC	URBAN CENTER
• UI	URBAN INFILL
• RM	RESIDENTIAL MULTIFAMILY

PROP. SITE PLAN KEY NOTES

1	PROVIDE ASPHALT PAVING. REFER TO CIVIL DRAWINGS.
2	LANDSCAPE AREA. REFER TO LANDSCAPE DRAWINGS.
3	CONC. SIDEWALK WITH BROOM FINISH
4	CONCRETE CURB. REFER TO CIVIL FOR CURB TYPE (TYP.)
5	ALUMINUM SWING GATES
6	4'-0" WIDE ALUMINUM SWING GATE W/ ALUMINUM FENCE
7	NEW STAMPED ASPHALT PATTERN
8	DUMPSTER
9	TRASH BINS
10	PEDESTRIAN ROUTE/ ACCESS TO THE SITE
11	EXISTING SIDEWALK TO REMAIN
12	EXISTING EASTMENTS LINE
13	EXISTING PARKING AREA & PAVEMENT TO REMAIN
14	EXISTING FENCE TO REMAIN
15	MAN-MADE SWING GATE FOR PEDESTRIAN ACCESS
16	NEW BIKE RACK
17	EXISTING BUS STOP
18	ONE WAY STREET/ SITE EXIT
19	15R VISIBILITY TRIANGLE
20	30R VISIBILITY TRIANGLE
21	EXISTING CATCH BASIN HOLES

SITE LEGEND

---	PROPERTY LINE
---	SETBACK LINE
---	UTILITY EASEMENTS LINE
	EXISTING BUILDING (INDOOR ATHLETIC COURT)
	EXISTING & PROPOSED LANDSCAPE AREAS
	EXISTING RESIDENTIAL LOTS
	DENOTES ASPHALT PAVEMENT
	DENOTES STAMPED ASPHALT PATTERN
	EXISTING STREET/ PAVEMENT & PARKING SPOTS TO REMAIN

PARKING CALCULATIONS AREAS:

• EXISTING PARKING SPOTS:	162
• PROPOSED PARKING SPOTS:	52
• TOTAL PARKING SPOTS IN SITE:	214
• BUILDING/ PARKING CALCULATIONS:	
EXIST. INDOOR ATHLETIC COURT BUILDING (36,054 S.F.)	
36,054 S.F. (1/ 1,800) =	21 PARKING SPOTS REQUIRED
PROPOSED UNITS/ STORAGE (72,739 S.F.)	
72,739 S.F. (1/ 2,000) =	37 PARKING SPOTS REQUIRED
PROPOSED MRG. OFFICE/ STORAGE + TOWER CONTROL (1,355 S.F.)	
1,355 S.F. (1/ 200) =	7 PARKING SPOTS REQUIRED
PROPOSED CLUB HOUSE/ 1ST FLOOR - ASSEMBLY (3,330 S.F.)	
3,330 S.F. (1/ 200) =	17 PARKING SPOTS REQUIRED
PROPOSED CLUB HOUSE/ 2ND FLOOR - STORAGE (1,926 S.F.)	
1,926 S.F. (1/ 2,000) =	1 PARKING SPOT REQUIRED
TOTAL PARKING SPOTS REQUIRED (OUT OF 214):	83
PARKING SPOTS LEFT:	131

WAIVERS & VARIANCES

WAIVERS:

1- S. CONGRESS AVE.	25 FT WHERE 30 FT REQUIRED
2- HOLLY ROAD	20 FT WHERE 30 FT REQUIRED
3- INTERIOR (NE-RESIDENTIAL LOTS)	30 FT WHERE 75 FT FT REQUIRED
4- SPECIAL EVENTS	AUTHORIZATION OF UP TO 12 PER YEAR WHERE 4 PERMITTED

VARIANCE:

1- HOURS OF OPERATION	24 HOURS OPERATION WHERE HOURS LIMITED TO 7AM TO 11PM
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FLOOD LEGEND

FLOOD ZONE: X

ADDRESS: 874 SOUTH CONGRESS AVE, FL. 33406

PLAT BOOK: 126 PAGE: 189

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BENCHMARK REFERENCES:

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BM NAME: S-19

BM ELEVATION (NAVD 1988): 13.897FT

BASE FLOOD ELEVATION:

FIRM PANEL NUMBER:

THE ATTACHED CERTIFIED SURVEY PREPARED BY:

JORGE L. CABRERA 6487

SURVEYOR'S NAME FLORIDA REGISTRATION NO.

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GREEN / OPEN SPACE:

OPEN SPACE REQUIREMENTS:

TOTAL S.F. OF LOT (PARCELS B,C & D): 210,744 S.F.

• MINIMUM:	10% LOT AREA MIN. (PARCELS B, C & D)
• MIN. REQUIRED (10% OF 210,744 S.F.) =	21,074 S.F.
TOTAL OPEN SPACE PROVIDED:	79,826 (37.9%)

ZONING INFORMATION:

• ZONING:	LI - LIGHT INDUSTRIAL
• SITE AREA (PARCELS B,C & D):	210, 744 S.F.
• MIN. REQUIRED ACREAGE:	1 ACRE
• PROVIDED ACREAGE (PARCELS B,C & D):	4.84 ACRES
• MIN. LOT WIDTH:	100'-0"
• PROVIDED LOT WIDTH:	SEE PLAN FOR DIM.
• MIN. LOT FRONTAGE:	100'-0"
• PROVIDED LOT FRONTAGE:	584'-8"
• MIN. LOT DEPTH:	200'-0"
• PROVIDED LOT DEPTH:	274'-10"
• MAX. BUILDING HEIGHT:	50'-0"
• PROVIDED BUILDING HEIGHT:	26'-8" BUILDING 37'-8" TOWER
• MIN. BUILDING SOFT:	3000 FT/ ACRE

MIN. REQUIRED SETBACK:

• FRONT:	30'-0"
• REAR:	20'-0"
• SIDE INTERIOR:	20'-0"
• SIDE CORNER:	30'-0"

PROPOSED SETBACK:

• FRONT:	25'-0"
• REAR:	30'-0"
• SIDE CORNER:	20'-0"
• INTERIOR SIDE (NORTH):	15'-0"
• INTERIOR SIDE (SOUTH):	15'-0"

MAX. GROSS FLOOR AREA

ALLOWED:	85% MAX
• MAX ALLOWED 85% OF 210,744 S.F. =	179, 132 S.F.
PROPOSED:	

UNIT (S.F. AREA/ UNIT)	MEZZANINE AREA (+ 500' S.F./ UNIT)	TOTAL NUMBER OF UNITS (19):
• UNIT A	3,185 S.F.	1- UNIT A
• UNIT B (2)	2,958 S.F.	2- UNIT B
• UNIT C (3)	3,028 S.F.	3- UNIT B
• UNIT C2	2,928 S.F.	4- UNIT C
• UNIT D	4,636 S.F.	5- UNIT C
• UNIT E	7,843 S.F.	6- UNIT C
• UNIT F	2,706 S.F.	7- UNIT C2
• UNIT G (5)	2,938 S.F.	8- UNIT D
• UNIT H (3)	2,768 S.F.	9- UNIT E
• UNIT I	3,947 S.F.	10- UNIT F
TOTAL S.F.	63,249 S.F.	11- UNIT G
		12- UNIT G
		13- UNIT G
		14- UNIT G
		15- UNIT G

OTHER SPACES/ AREAS (S.F./ SPACE)

CATEGORY (BUSINESS/ ASSEMBLY)

• MGR. OFFICE/ STORAGE	1,283 S.F.	BUSINESS
• CONTROL TOWER	72 S.F.	BUSINESS
• CLUB HOUSE	3,330 S.F.	1ST FLOOR (ASSEMBLY)
	1,926 S.F.	2ND FLOOR (WAREHOUSE/ STORAGE)
TOTAL S.F.	6,611 S.F.	
TOTAL S.F. (GROSS FLOOR AREA)	79,350 S.F. = 37.6% OF LOT (PARCELS B,C & D)	

COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE

WEST PALM BEACH, FLORIDA, 33445

DATE: 01.06.23

DESIGNED BY: JAV

DRAWN BY: ABA

REVIEWED BY: MDF

PROJECT NO. 22-0030

REVISIONS

JORGE A. VIDAL ARB4535

MANUEL D. FERNANDEZ

ARB5601

SEAL

PROPOSED SITE PLAN

A1.0

SITE PLAN SUBMITTAL

WAIVERS & VARIANCES

WAIVERS:

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A1.0

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SEAL

PROPOSED SITE PLAN

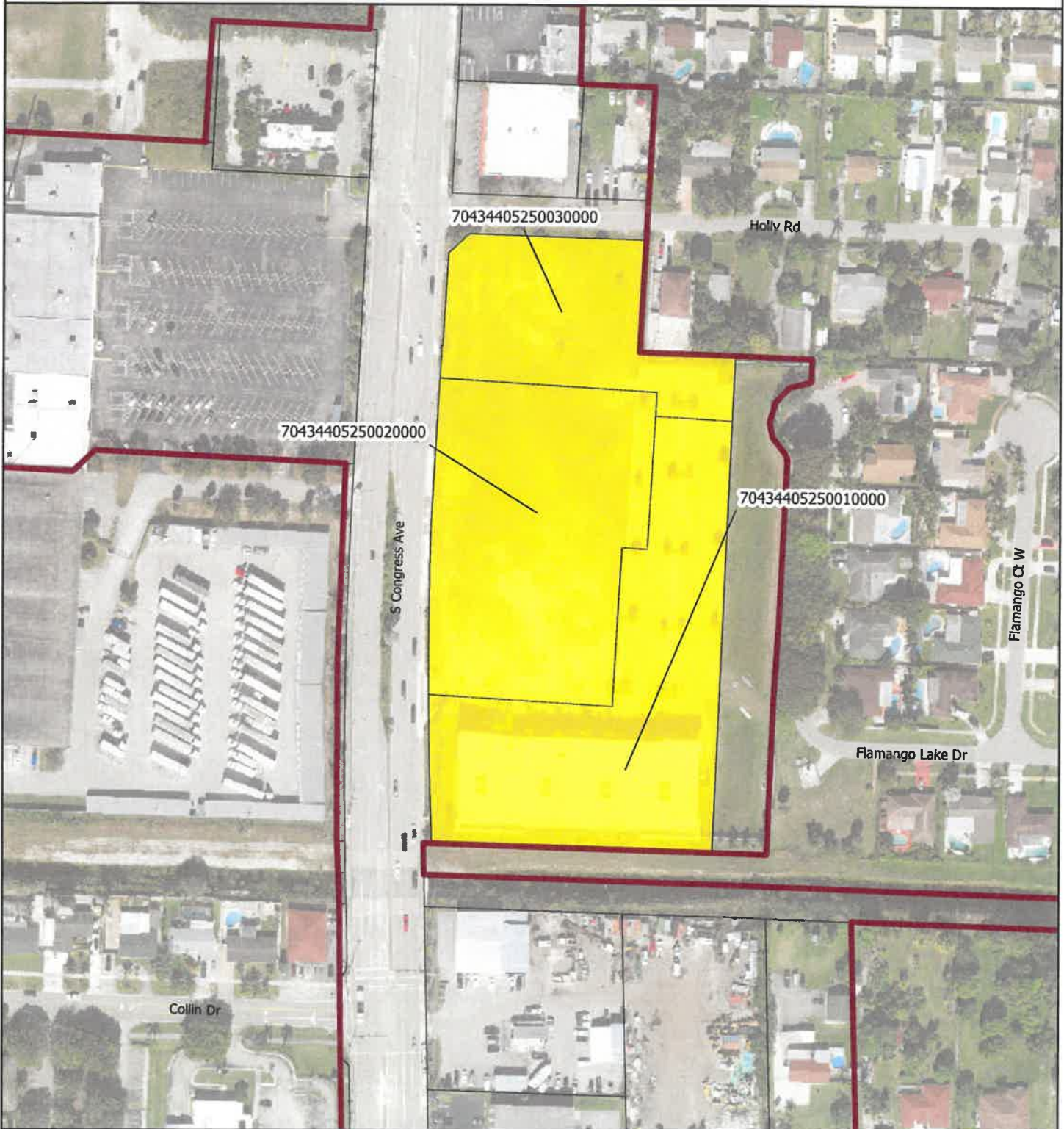
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SITE PLAN SUBMITTAL



VILLAGE OF PALM SPRINGS

874, 884 & 964 S Congress Avenue



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 12/7/2022

When Printed on 8 1/2" x 11"

1 inch equals 200 feet

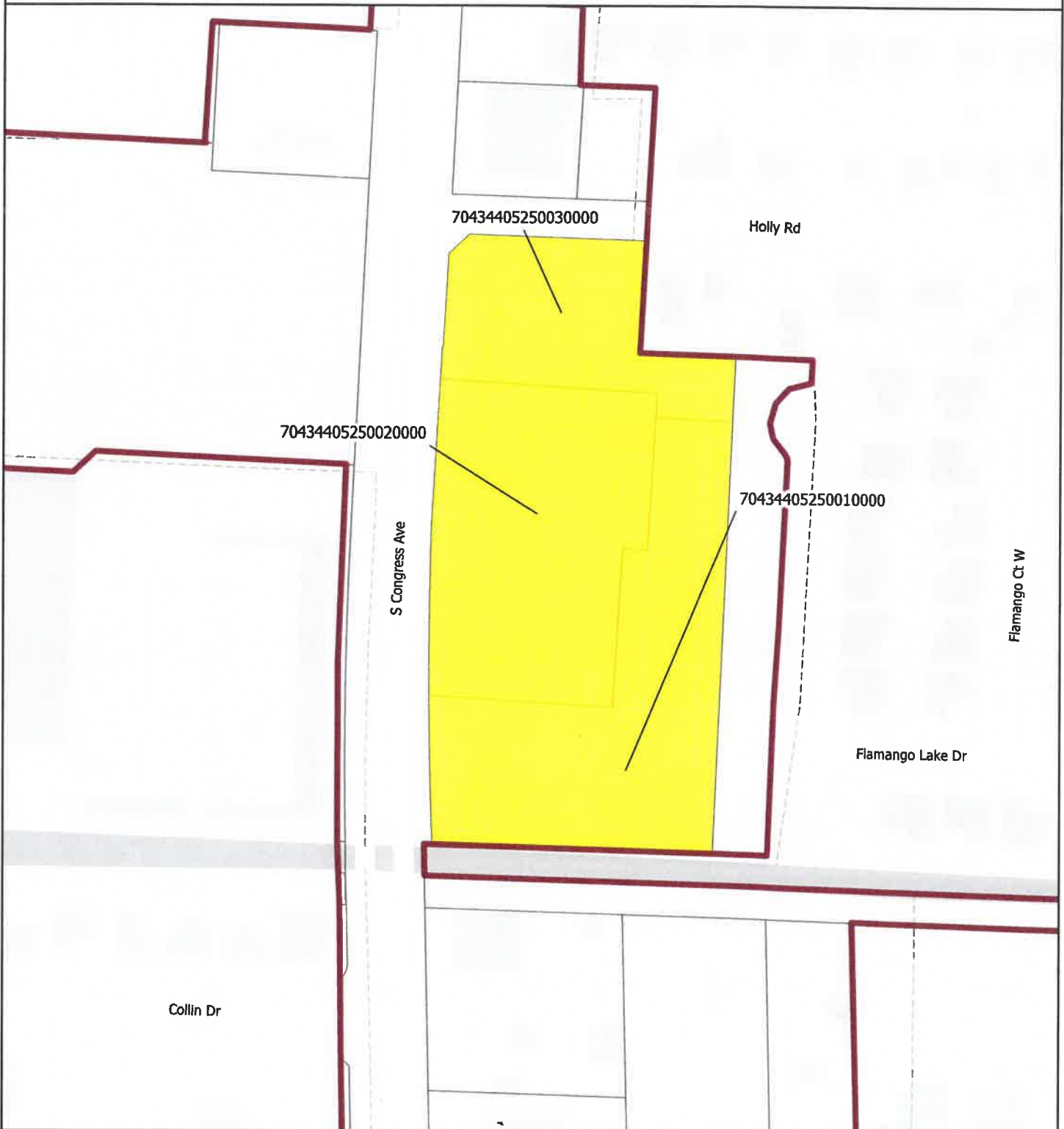


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VILLAGE OF PALM SPRINGS

874, 884 & 964 S Congress Avenue



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 12/7/2022

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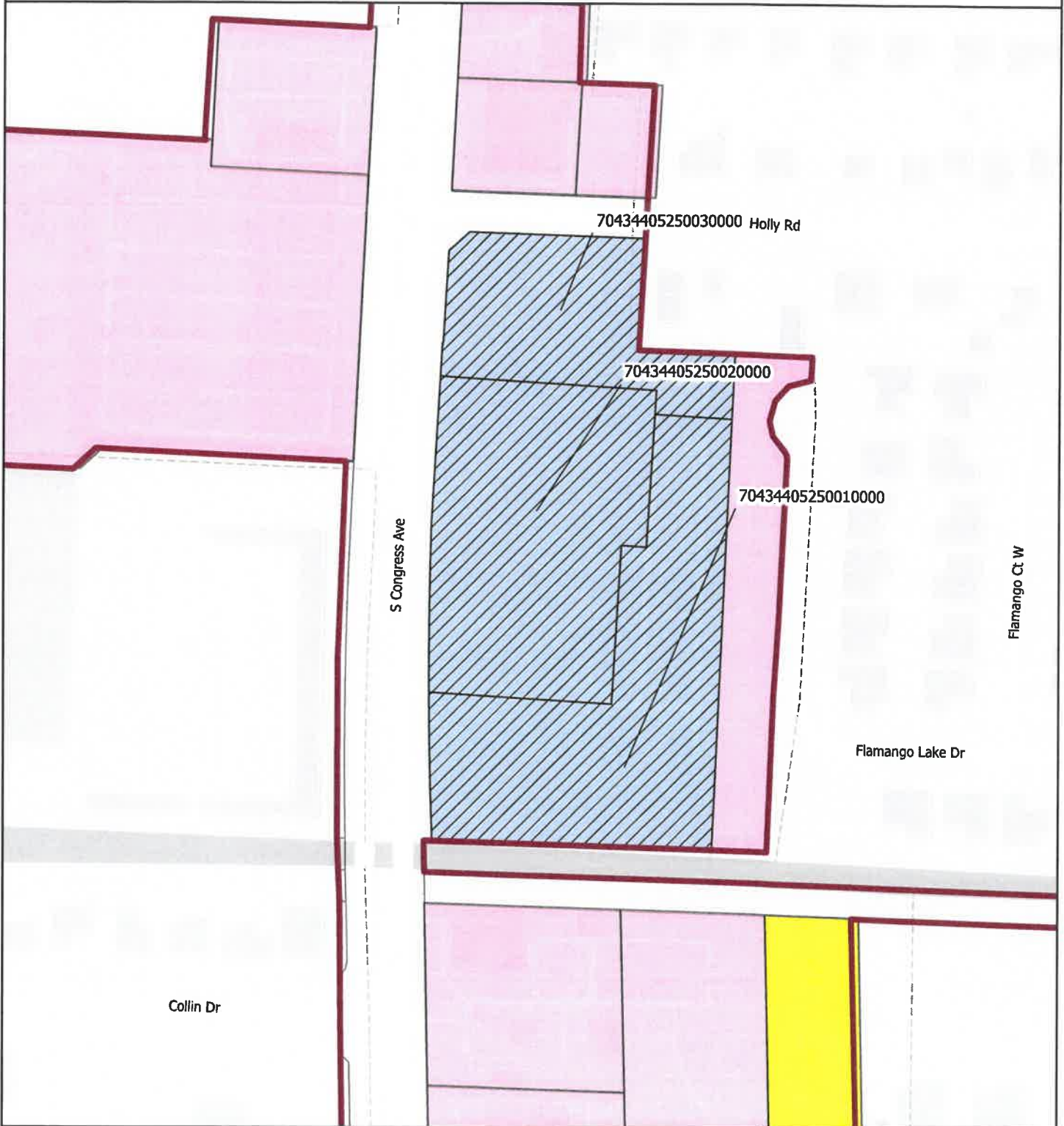


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VILLAGE OF PALM SPRINGS

874, 884 & 964 S Congress Avenue



Legend

Future Land Use	Low Density	Parcels
Commercial	Proposed Parcels	Village Boundary
Light Industrial		

Date: 12/7/2022
When Printed on 8 1/2" x 11"
1 inch equals 200 feet



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VILLAGE OF PALM SPRINGS

874, 884 & 964 S Congress Avenue



Legend		Date: 12/7/2022 When Printed on 8 1/2" x 11" 1 inch equals 200 feet Florida Technical Consultants
Zoning		
County Zoning	G (Governmental)	RS (Residential Single-Family)
CG (Commercial General)	LI (Light Industrial)	Proposed Parcels
CN (Commercial Neighborhood)	MU (Mixed Use)	Parcels
	RM (Residential Multi-Family)	Village Boundary