

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures					
Operating Costs		\$ 25,400			
External Revenues		(\$25,400)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$ 0			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes XX No
 Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG133-GY

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

Source: **CDBG**

Approval of this agenda item will allocate an additional \$25,400 to the Housing Partnership, Inc., for installation of a gravity sewer.



C. Departmental Fiscal Review: Larry D. Brown, Financial Analyst II

III. REVIEW COMMENTS

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

John Duh 9.28.06
 OFMB 88 9/27/06
 PM 9-28-06

Ann J. Lovelace 9/29/06
 Contract Development and Control
 9/29/06
 This amendment complies with our review requirements.

B. Legal Sufficiency:

[Signature] 10/2/06
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**AMENDMENT 002 TO THE AGREEMENT
WITH
HOUSING PARTNERSHIP, INC.**

Amendment 002 entered into this ____ day of _____, 2006, by and between Palm Beach County and the Housing Partnership, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with the Housing Partnership, Inc., on October 18, 2005, approved by Document R2005-2022, and amended on July 11, 2006, by Document R2006-1275, to provide \$97,250 of Community Development Block Grant funds for sanitary sewer improvements to Celtic Apartments; and

WHEREAS, the parties wish to increase the amount funded through the Agreement, and

WHEREAS, both parties mutually agree that the original Agreement entered into on October 18, 2005, as amended, is hereby further amended as follows:

A. Part III - Section 1 - Maximum Compensation: Substitute "\$122,650" for "\$97,250", and substitute "March 31, 2007" for "September 30, 2006".

B. Part III - Section 2 - Time of Performance:
Substitute "March 31, 2007" for "September 30, 2006".

C. Exhibit A - Section I.J: Delete the language contained in this Section and replace it with the following: "The time frame for completion of the outlined activities shall be March 31, 2007".

D. Exhibit A - Section I.J: Add the following to the existing language:
"Upon execution of Amendment 002 to this Agreement, the Agency shall execute and deliver to the County Attachment 1 to this Amendment. The County shall then record such Attachment 1 in the public records. The Agency agrees in regard to the use of the facility whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement and its amendments, that it will comply with the provision of Attachment 1. Recording fees associated with the aforesaid attachment shall be charged to the project budget identified in this Agreement. The Agency's failure to execute and deliver Attachment 1 as stated above, shall preclude the Agency from receiving any funds made available under this Agreement".

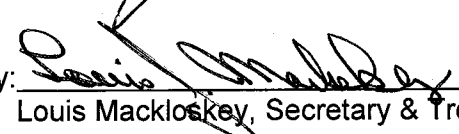
E. Exhibit A - Section II.A: Substitute "\$122,650" for "\$97,250".

NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment. All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(AGENCY SEAL)

HOUSING PARTNERSHIP, INC.

BY: 
John Corbett, President

By: 
Louis Mackloskey, Secretary & Treasurer

(COUNTY SEAL)

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Tony Masilotti, Chairman
Board of County Commissioners

ATTEST: Sharon R. Bock,
Clerk & Comptroller

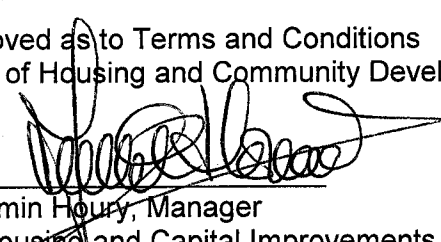
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: 
Tammy K. Fields
Senior Assistant County Attorney

By: 
Amin Houry, Manager
Housing and Capital Improvements

ATTACHMENT "1"

Return to:

Palm Beach County
Housing & Community Development
3323 Belvedere Road, Building 501
West Palm Beach, Florida 33406
Prepared by: Tammy K. Fields,
Assistant County Attorney
Attention: Amin Houry

DECLARATION OF RESTRICTIONS

The undersigned, Housing Partnership, Inc., a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at 2001 West Blue Heron Boulevard, Riviera Beach, FL 33404, hereinafter referred to as "Declarant", for the property described below, in consideration of funding in the amount of Twenty-five Thousand and Four Hundred Dollars (\$25,400) received from the Palm Beach County Board of County Commissioners (the "County") does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, and described as:

Lot C , Block 89 , Less the West 10 feet for Road Right-of-Way, The Palm Beach Farms Company, Plat No. 7, according to the map or plat thereof as recorded in Plat Book 5, Page72, of the Public records of Palm Beach County, Florida.

Property Control Number(s): 00-43-44-30-01-089-0030

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and executed with the same formalities as this document.
2. In consideration of the County's grant in the amount of \$122,650, which includes the above stated \$25,400 (all in CDBG dollars), as provided through a grant Agreement with the County dated October 18, 2005, the Declarant hereby covenants and agrees for a period of 10 years commencing with the expiration date of said grant Agreement (as may be amended from time to time) to use the subject property as described in the Declarant's funding application to the County, and as described in said grant Agreement, and the Declarant further agrees to maintain insurance as required in the grant Agreement.
3. The Declarant agrees in regard to the use of the facility/property whose acquisition or improvements were funded through the grant Agreement that for a period of ten (10) years after the expiration date of said Agreement (as may be amended from time to time):
 - a. The Declarant 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 were made, unless the Declarant provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - i) The new use of the facility/property, in the opinion of the County, 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
 - ii) The requirements of paragraph 3(b) of this section are met.
 - b. If the Declarant determines after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under Paragraph 3(a)(i) of this section or discontinue 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.
 - c. Following the reimbursement of CDBG funds by the Declarant to the County pursuant to Paragraph 3(b) above, the facility/property will then no longer be subject to these restrictions, and the County shall then release these restrictions as described above.

In the event of any proposed sale, conveyance or transfer of the subject property, the Declarant must obtain approval of the County, through its Housing and Community Development Department. Any approved sale or conveyance of the subject property by the Declarant will be contingent upon the receipt of the payment by the County in accordance with the provisions of Paragraph 3(b) above, or the receipt of a commitment, executed by a subsequent owner acceptable to the County, confirming its acceptance of the restrictions and conditions provided herein for the duration of this Declaration.

Notwithstanding the foregoing, the restrictions set forth herein shall run with the land whether or not such commitment is obtained from a subsequent owner.

4. The Declarant agrees to notify the County of any liens, judgements or pending foreclosure on the subject property within five (5) working days of the receipt of said notice by the Declarant.

Declarant shall submit to the County once each year a report detailing the Declarant's compliance with the terms of the grant Agreement and this Declaration of Restrictions.

5. Declarant relinquishes all rights to alter, amend, modify, or release these covenants prior to the completion of the ten year period described above.

6. In the event of any litigation necessary to enforce the terms of the Declaration, the Declarant agrees to reimburse the County for attorneys fees and costs associated with litigation.

Executed this _____ day of _____, 2006

HOUSING PARTNERSHIP, INC.

(DO NOT SIGN THIS EXHIBIT)

By: _____
John Corbett, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this ____ day of _____, 20____, by
John Corbett, who is personally known to me or has produced _____
_____ as identification and who did (did not) take an oath.

(DO NOT SIGN THIS EXHIBIT)

(Print or type name)
Notary Public State of Florida at Large

(Signature)

My Commission Expires:

(NOTARY SEAL)

**AMENDMENT 001 TO THE AGREEMENT
WITH
HOUSING PARTNERSHIP, INC.**

Amendment 001 entered into this ___ day of JUL 11 2006, 2006, by and between Palm Beach County and the Housing Partnership, Inc.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with the Housing Partnership, Inc., on October 18, 2005, approved by Document R2005-2022, to provide \$77,250 of Community Development Block Grant funds for sanitary sewer improvements to Celtic Apartments; and

WHEREAS, the parties wish to increase the amount funded through the Agreement, and

WHEREAS, both parties mutually agree that the original Agreement entered into on October 18, 2005, is hereby amended as follows:

A. Part III - Section 1 - Maximum Compensation: Substitute "\$97,250" for "\$77,250".

B. Exhibit A - Section I.J: Delete the existing language and replace it with the following:

"Upon execution of Amendment 001 to this Agreement, the Agency shall execute and deliver to the County Exhibit 1, as attached to Amendment 001. The County shall then record such Exhibit 1 in the public records. The Agency agrees in regard to the use of the facility whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement and its amendments, that it will comply with the provision of Exhibit 1. Recording fees associated with both aforesaid exhibits shall be charged to the project budget identified in this Agreement. The Agency's failure to execute and deliver Exhibit 1 as stated above, shall preclude the Agency from receiving any funds made available under this Agreement".


C. Exhibit A - Section II.A: Substitute "\$97,250" for "\$77,250".


D. Exhibit D: Delete Exhibit D, and replace it with Exhibit 1 attached hereto.

NOW THEREFORE, all items in the previous Agreement in conflict with the Amendment shall be and are hereby changed to conform to this Amendment. All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(AGENCY SEAL)

HOUSING PARTNERSHIP, INC.

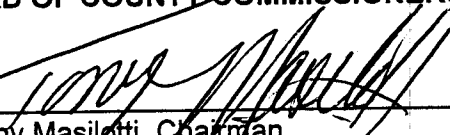
BY: 
John Corbett, President

By: 
Leo Noble, Secretary & Treasurer

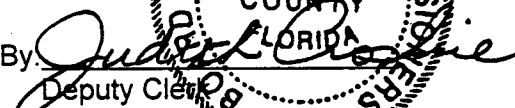
(COUNTY SEAL)

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

BOARD OF COUNTY COMMISSIONERS

By: 
Tony Masiotti, Chairman
Board of County Commissioners


ATTEST: Sharon R. Bock,
Clerk & Controller

By: 
Deputy Clerk

Document No.: R2006 1275

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: 
Tammy K. Fields
Senior Assistant County Attorney

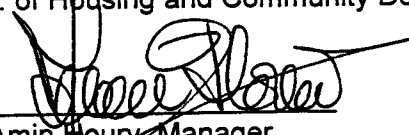
By: 
Amin Houry, Manager
Housing and Capital Improvements

EXHIBIT "1"

Return to:
Palm Beach County
Housing & Community Development
3323 Belvedere Road, Building 501
West Palm Beach, Florida 33406
Prepared by: Tammy K. Fields,
Assistant County Attorney
Attention: Amin Houry

DECLARATION OF RESTRICTIONS

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Property Control Number(s): 00-43-44-30-01-089-0030

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and executed with the same formalities as this document.
2. In consideration of the County's grant in the amount of \$97,250 (in CDBG dollars) as provided through a grant Agreement with the County dated October 18, 2005, the Declarant hereby covenants and agrees for a period of 10 years commencing with the expiration date of said grant Agreement (as may be amended from time to time) to use the subject property as described in the Declarant's funding application to the County, and as described in said grant Agreement, and the Declarant further agrees to maintain insurance as required in the grant Agreement.
3. The Declarant agrees in regard to the use of the facility/property whose acquisition or improvements were funded through the grant Agreement that for a period of ten (10) years after the expiration date of said Agreement (as may be amended from time to time):
 - a. The Declarant 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 were made, unless the Declarant provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - i) The new use of the facility/property, in the opinion of the County, 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
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