

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 6, 2007 ☒ [X] Consent ☐ [] Regular

Department: Housing and Community Development ☐ [] Public Hearing

Submitted By: Housing and Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with the Community Land Trust of Palm Beach County for \$400,000 in cash to fund salaries, benefits, and operational costs and \$400,000 in-kind support for the administration and operation (office space, computers, office furniture, among other things) for a two (2) year period of a countywide community land trust located at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406. The effective date of this agreement shall be October 16, 2007 through October 15, 2009.

Summary: The proposed \$400,000 Agreement with the Community Land Trust of Palm Beach County will provide administrative and operational expenses to assist in the start-up of the community land trust operation. The scope of services outlined for the Agreement includes: hiring an Executive Director within 30 days and an Administrative Assistant within 120 days of executing the Agreement; creating documents and programs essential to the operations of a community land trust to include a land lease, resale formula, criteria for homebuyer selection, and homebuyer orientation program; creating organizational documents and policies such as an operating budget, mission statement, criteria and process for membership, personnel policies, program policies, staffing plan, and marketing plan; holding regular fundraising activities; holding regular Board and annual membership meetings; preparing quarterly reports on activities related to development opportunities; and reviewing and amending the bylaws where applicable.

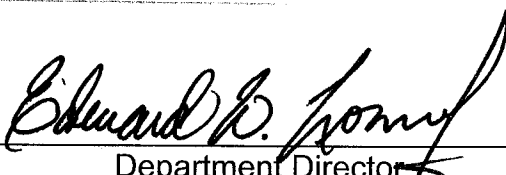
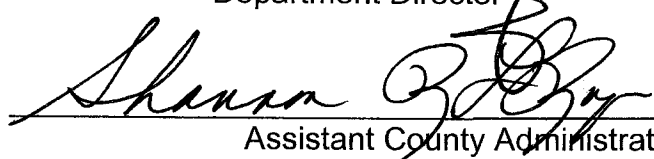
The source of funds for the grant is program income and interest generated from the Housing Finance Authority Grant given to Housing and Community Development (HCD) in FY 2003-2004. **No County funds will be pledged under this agreement.** Countywide (TKF)

Background and Policy Issues: As part of the efforts to increase and maintain affordable housing in Palm Beach County, the Board of County Commissioners, on January 9, 2007, approved an annual appropriation of \$200,000 cash for two (2) years to fund salaries and benefits to staff the Community Land Trust of Palm Beach County and \$200,000 in-kind support for two (2) years to cover operational costs. The CLT of PBC may not have cash on hand to purchase the required insurance coverages prior to BCC approval of this agreement. The County may be requested to advance funds to procure this insurance, however the CLT of PBC must submit the request for an advance within three (3) days of BCC approval of this Agreement.

The Agreement encompasses a two-year term, however, second year funding will be subject to BCC budget approval.

Attachments:

1. Agreement with the Community Land Trust of Palm Beach County, Inc. with Exhibits A, B, C, & Attachment I

Recommended By:	 Department Director	<u>10/19/07</u> Date	
Approved By:	 Assistant County Administrator	<u>10/29/07</u> Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years:	2007	2008	2009	2010	2011
Capital Expenditures:					
Operating Costs:		\$400,000	\$400,000		
External Revenues:		<\$200,000>	<\$200,000>		
Program Income (County):					
In-Kind Match (County):		<\$200,000>	<\$200,000>		
NET FISCAL IMPACT:		-0-	-0-		
# OF ADDITIONAL FTE POSITIONS (Cumulative):	N/A				


Is Item Included In Current Budget? Yes X No

Budget Account #: Fund 1101 Dept 143 Unit 1444 Object 3401 Program Code/period W/F

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

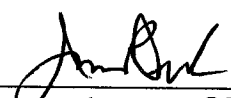
Approval of this Agenda Item will appropriate \$200,000 during FY 2008 and an additional \$200,000 during FY 2009 to fund the Community Land trust of Palm Beach County's operating budget. The second year's funding is subject to BCC budget approval.

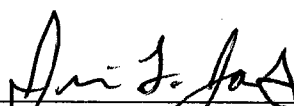
C. Departmental Fiscal Review:

 10-10-07
Shairette Major, Fiscal Manager I


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 10-23-07
OFMB 88 VO
10/23/07 10/17/07

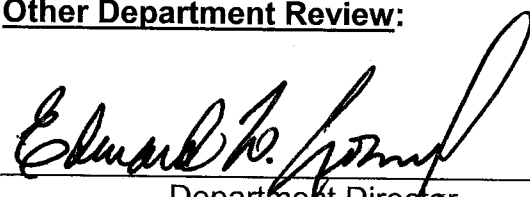
 10/25/07
Contract Administration
10/24/07

B. Legal Sufficiency:

 10/29/07
Senior Assistant County Attorney

This Contract complies with our
contract review requirements.
Per HCD comments,
an insurance certificate
was not available.

C. Other Department Review:


Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.**

THIS AGREEMENT, entered into this _____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the **Community Land Trust of Palm Beach County, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406**, hereinafter referred to as the "GRANTEE", whose Federal Tax Identification Number as **20-5090958**.

WHEREAS, Palm Beach County's Workforce Housing Study, dated January 3, 2007, identified the projected incremental ownership housing need between 2006 and 2010 for those households earning between 61% and no greater than 150% of the area median income (AMI) as 12,00 housing units; and

WHEREAS, Palm Beach County's overall housing goal, as identified in the Five Year Consolidated Plan (2005-2010), is to utilize funds that are reasonably expected to be made available to expand supply of affordable housing, improve the quality of housing, and increase access to affordable housing to assist in meeting the needs of very-low, low-, and moderate-income renters, owners, and special needs populations, and to extend and strengthen partnerships among all levels of government and the private sector in the production, delivery, and operation of affordable housing; and

WHEREAS, Policy 1.1-k of the Housing Element of the Palm Beach County's Comprehensive Plan states that the County shall increase its effectiveness in addressing Housing needs by assisting and encouraging public/private partnerships with private community-based non-profit agencies and other private sector agencies that further County housing policy objectives, in order to improve cooperation among participants involved in housing production and to enhance the feasibility of producing and delivering affordable housing. The County could assist such agencies by paying administrative costs, by entering into joint ventures on land acquisition and by providing infrastructure; and

WHEREAS, in October 2005, the Palm Beach County Board of County Commissioners endorsed the creation of a countywide community land trust and committed to two years of funding for salaries, office accommodations, furniture, equipment, and other start-up costs; and

WHEREAS, the GRANTEE has been established and organized exclusively for charitable purposes, including: the development and preservation of decent affordable housing and the creation of homeownership opportunities for low and moderate-income people who otherwise would be denied such opportunities because of limited financial resources; and

WHEREAS, by undertaking the activities specified in Part II and Exhibit A of this Agreement the GRANTEE is carrying out activities that work towards Palm Beach County's overall housing goal.

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

PART I

DEFINITION AND PURPOSE

1. Definitions:

- (1) "HCD" means Palm Beach County Housing and Community Development.
- (2) "HCD Approval" means the written approval of the HCD Director or designee.

2. Purpose:

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

PART II

SCOPE OF SERVICES

The GRANTEE shall, in a satisfactory and proper manner as determined by HCD, perform the tasks necessary to complete the Scope of Services outlined in Exhibit "A" and submit Monthly Activity Reports as shown in Exhibit "C" using the cover sheet in Exhibit "B", which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Grant Amount

The GRANTEE will be eligible for a grant amount not to exceed \$400,000 at a rate of \$200,000 per year with the 2nd year allocation subject to funding availability and budget approval of the Palm Beach County Board of County Commissioners. All funds under this grant shall be payable in accordance with the terms of this Agreement. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$400,000** for the period of **October 16, 2007 through and including October 15, 2009**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

The COUNTY will provide the GRANTEE an in-kind donation not to exceed a value of **\$400,000 at a rate of \$200,000 per year for the items listed in Exhibit "A."** All in-kind provisions will be reevaluated at the end of the 2nd year of the Agreement.

2. Effective Date and Term

The effective date of this Agreement shall be the **16th day of October 2007**. The term of this Agreement shall be twenty-four (24) months from the effective date of this Agreement. This Agreement shall end on the **15th day of October, 2009**.

3. Performance Period

The GRANTEE shall have **twenty-four (24)** months from the effective date of the Agreement to fulfill the obligations as scheduled in Exhibit "A." Said services shall be performed in a manner satisfactory to HCD. In any event, all services required hereunder shall be completed by the GRANTEE no later than **October 15, 2009**.

4. Method of Payment

The COUNTY agrees to make payments to the GRANTEE for services rendered, as described in Exhibit "A", which are permitted by COUNTY guidelines up to the maximum compensation set forth above.

For the first year of the Agreement, the COUNTY will advance **\$33,333.33 (2/12 of the maximum annual allocation)** upon the request of the GRANTEE during the first month. The remaining **\$166,666.67** of the first year allocation will be divided up in 11 equal parts and distributed to the GRANTEE on a monthly basis beginning with the 2nd month upon receipt and approval by the COUNTY of a monthly request for payment.

For the second year of the Agreement, payment in the amount of **\$16,666.67 (1/12 of the maximum annual allocation)** will be made to the GRANTEE on a monthly basis beginning with the 1st month upon the receipt and approval by the COUNTY of a monthly request for payment.

All requests for payment must contain the Monthly Activity Report shown in Exhibit "C" submitted with the cover sheet in Exhibit "B."

5. Conditions On Which Payment Is Contingent

(1) Implementation of Project According to Required Procedures

The GRANTEE shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances, and codes and amendments and additions thereto as may from time to time be made. The Federal, State, and County laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD.

(2) Financial Accountability

The COUNTY as it deems necessary, may at any time review the GRANTEE'S financial systems, or conduct an audit of the GRANTEE or any of its subcontractors, to ensure that the funds are being expended in accordance with the Scope of Services and COUNTY requirements. The COUNTY can audit, monitor, etc. at its expense, other than an annual audit commissioned by the GRANTEE and prepared by a licensed CPA, which is at GRANTEE'S expense.

(3) Subcontracts

The COUNTY reserves the right to accept the use of a subcontractor for the performance of any work required under this agreement or to reject the selection of

a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. Proposed subcontractors shall be submitted to HCD prior to execution of a subcontract. In the event the County rejects the use of a subcontractor, it shall provide a reason for the rejection to the GRANTEE. The GRANTEE is encouraged to seek additional small business enterprise for participation in subcontracting opportunities. If the GRANTEE uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the GRANTEE shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

(4) Purchasing

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance which is incorporated herein by reference until such time that the GRANTEE submits to the COUNTY for approval for the use of the GRANTEE's own purchasing policy.

(5) Reports, Audits, and Evaluations

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement. The reports shall be to the satisfaction of the COUNTY and be subject to verification. The COUNTY reserves the right to request additional reports from the GRANTEE.

(6) Additional HCD and COUNTY

HCD shall have the right under this Agreement to suspend or terminate payments until the GRANTEE complies with the terms of this Agreement, after notice and a thirty (30) day opportunity to cure. However, any violation of any provision in this Agreement will result in the immediate suspension of payment.

(7) Prior Written Approvals - Summary

The following require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (a) All capital equipment expenditures of \$1,000 or more; and
- (b) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A.

PART IV

GENERAL CONDITIONS

1. Opportunities for Residents and Civil Rights Compliance

The GRANTEE agrees that no person shall on the grounds of race, color, disability, national origin, marital status, sexual orientation, religion, age, familial status, or sex be excluded from the benefits of, or be subjected to discrimination under, any activity carried

out by the performance of this Agreement. Upon receipt of substantial evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.

2. Opportunities for Small Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the GRANTEE shall make a positive effort to utilize small business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small business enterprises shall be located in or owned by residents in Designated Development Areas.

3. Project Beneficiaries

All beneficiaries of units developed as a result of activities funded through this Agreement must be prospective homeowners/renters whose incomes are between 0-150% of the Area Median Income (AMI), with emphasis on those with incomes under 80% of the AMI, as defined annually by the U.S. Department of Housing and Urban Development and adjusted for household size.

4. Evaluation and Monitoring

The GRANTEE agrees that HCD will carry out periodic monitoring and evaluation of the GRANTEE'S activities as determined necessary by HCD or the COUNTY and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The GRANTEE agrees to furnish upon request to HCD, the COUNTY, or the COUNTY'S designees copies of transcriptions of such records and information as is determined necessary by HCD or the COUNTY. The GRANTEE shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The GRANTEE shall provide information as requested by HCD to enable HCD to complete reports required by the COUNTY. The GRANTEE shall allow HCD or the COUNTY to monitor the GRANTEE on site. The COUNTY can audit, monitor, etc. at it's own expense, other than an annual audit commissioned by the GRANTEE and prepared by a licensed CPA, which is at GRANTEE's expense. Such visits may be scheduled upon reasonable notice of HCD.

5. Audits and Inspections

The GRANTEE 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. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the GRANTEE's place of business. The COUNTY can audit, monitor, etc. at it's own expense, other than an annual audit commissioned by the GRANTEE and prepared by a licensed CPA, which is at GRANTEE's expense. Such visits may be scheduled upon reasonable notice of HCD.

6. Data Becomes County Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the GRANTEE for the purpose of this

Agreement shall be shared with the COUNTY without restriction, reservation, or limitation of their use consistent with law and contractual obligations associated with such property and shall be made available by the GRANTEE at any time upon request by the COUNTY or HCD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event, the GRANTEE shall keep all documents and records for five (5) years after expiration of this Agreement.

7. Indemnification

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the GRANTEE. GRANTEE's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The GRANTEE will hold the COUNTY harmless and will indemnify the COUNTY for funds which the COUNTY is obligated to refund the Federal Government arising out of the conduct of activities and administration of GRANTEE.

8. Insurance

Unless otherwise specified in this Agreement, the GRANTEE shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The GRANTEE shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein as to types and limits, as well as the COUNTY's review or acceptance of insurance maintained by the GRANTEE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the GRANTEE under this Agreement.

(1) Commercial General Liability

The GRANTEE shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the COUNTY's Risk Management Department. The GRANTEE agrees this coverage shall be provided on a primary basis.

(2) Business Automobile Liability

The GRANTEE shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the GRANTEE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto

coverage form. The GRANTEE shall agree this coverage shall be provided on a primary basis.

(3) Worker's Compensation & Employer's Liability

The GRANTEE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with FL Statutes Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

(4) Additional Insured

The GRANTEE shall agree to endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development." The GRANTEE shall agree the Additional Insured endorsements provide coverage on a primary basis.

(5) Certificate of Insurance

The GRANTEE shall agree to deliver to the COUNTY a certificate(s) of insurance evidencing the required insurance is in full force and effect prior to the receipt of any COUNTY funds and upon renewal or reduction of any required insurance. A minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o H.C.D.
160 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

(6) Right to Review

The GRANTEE shall agree the COUNTY, by and through its Risk Management Department, in cooperation with HCD, reserves the right to periodically review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

9. Maintenance of Effort

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

10. Conflict of Interest

The GRANTEE 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 activities provided under this Agreement which would conflict in any

manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the GRANTEE. Any possible conflict of interest on the part of the GRANTEE or its employees shall be disclosed in writing to HCD. HCD shall approve any resolution of a conflict that is in accordance with Chapter 112, Part III, Florida Statutes. 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 lower- income residents of the project target area.

11. Consolidated Plan

The GRANTEE shall cooperate with HCD in the implementation of the Consolidated Planning Process by providing information related to affordable housing as requested by HCD.

12. Recognition

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

13. Agreement Documents

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

- (1) This Agreement including its Exhibits
- (2) Office of Management and Budget Circulars A-110, A-122, and A-133
- (3) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990
- (4) Executive Orders 11063, 12259, 12892 and the Fair Housing Act
- (5) The Drug-Free Workplace Act of 1988, as amended
- (6) Florida Statutes, Chapters 112, 119, and 286.
- (7) Palm Beach County Purchasing Ordinance
- (8) The GRANTEE's Personnel Policies and Job Descriptions to be provided to the COUNTY by the GRANTEE within 90 days of the effective date of the Agreement.
- (9) The GRANTEE's Articles of Incorporation and Bylaws
- (10) The GRANTEE's Certificate of Insurance
- (11) Current list of the GRANTEE's Officers and members of Board of Directors
- (12) Proof of GRANTEE's 501(c)(3) certification from Internal Revenue Service (IRS)
- (13) Interlocal Agreement between Palm Beach County and Housing Finance Authority of Palm Beach County – April 13, 2004.

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

14. Termination

The Agreement may be cancelled by the GRANTEE upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the GRANTEE. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the GRANTEE. Unless the GRANTEE is in breach of this Agreement, the GRANTEE shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the GRANTEE shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit a request for final payment on the terminated portion of the Agreement within (30) days of the termination date."

The GRANTEE shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the GRANTEE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the GRANTEE's request the COUNTY shall consider the facts and extent of any failures to perform the work and, if the GRANTEE's failure to perform was with without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop all of the work at any time.

15. 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.

16. Amendments

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

17. Notice

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the GRANTEE when delivered to its office at the address listed on Page One of this Agreement.

18. Independent Agent and Employees

The GRANTEE agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not COUNTY employees and are not subject to the COUNTY provisions of the law applicable to COUNTY employees relative to employment compensation and employee benefits.

19. No Forfeiture

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

20. Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the GRANTEE 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).

REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

21. Counterparts Of This Agreement

This Agreement, consisting of sixteen (16) enumerated pages including the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

WITNESS our Hands and Seals on the _____ day of _____, 20__.

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

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

BOARD OF COUNTY COMMISSIONERS

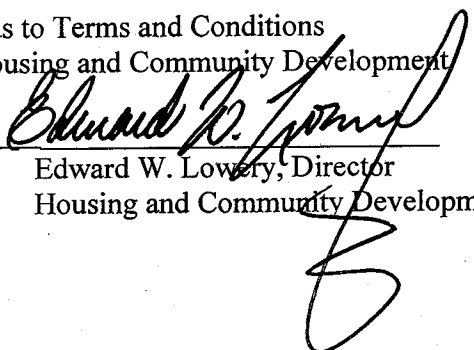
By: _____
Deputy Clerk

By: _____
Addie L. Green, Chairperson

Approved as to Form and Legal
Sufficiency

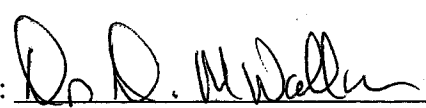
Approved as to Terms and Conditions
Dept. of Housing and Community Development

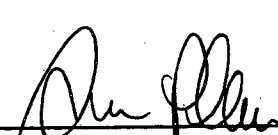
By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery, Director
Housing and Community Development

(COUNTY SEAL)

Community Land Trust of Palm Beach County, a Florida corporation

By: 
Dr. D. M. Walker, President

By: 
Suzanne P. Cabrera, Secretary

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

I. The GRANTEE agrees to:

A. Complete the deliverables specified below for the following performance measures:

PERFORMANCE MEASURES	DELIVERABLES
Adopt Land Lease	1
Adopt Resale Formula	1
Adopt Homebuyer Orientation Program	1
Adopt Operating Budget	1
Adopt Amended ByLaws consistent with the Organizational Mission Statement	1
Adopt Personnel Policies	1
Adopt Program Policies	1
Adopt Staffing Plan	1
Develop Finance and Budget Policies	1
Develop Marketing Plan	1
Report on Fundraising Activity	18
Establish Criteria and Process for Membership	1
Establish Criteria for Homebuyer Selection	1
Hire an Administrative Assistant	1 (Within 120 days of executing Agreement)
Hire an Executive Director	1 (Within 30 days of executing Agreement)
Hold Annual Board Meeting	2
Hold Annual Meeting of the Membership	2
Hold Regular Board Meetings	20
Hold Regular Outreach Activities	12
Hold Quarterly Membership Orientation Workshop	8
Prepare quarterly report on initiatives to identify and solicit publicly owned vacant property suitable for development.	8
Submit One Grant Application Quarterly	8

B. Submit a request for payment on a monthly basis containing a Monthly Activity Report shown in Exhibit "C" with the cover sheet in Exhibit "B."

C. Comply with Florida Government-in-the-Sunshine laws, including but not limited to, Florida Statutes, Chapters 119 and 286, when undertaking any actions directly or indirectly funded by Palm Beach County or undertaking any actions on behalf of Palm Beach County in furthering its governmental purpose of providing safe and affordable housing.

II. The COUNTY agrees to:

A. For the first year of the Agreement:

- 1) Advance **\$33,333.33** (2/12 of the maximum annual allocation) upon the request of the GRANTEE during the first month.
- 2) Make monthly payments to the GRANTEE in the amount of **\$15,151.52** (1/11 of the annual allocation remaining after the advance payment) beginning with the 2nd month of the first year of the Agreement upon receipt and approval by the COUNTY of a monthly request for payment.

B. For the second year of the Agreement:

Make monthly payments to the GRANTEE in the amount of **\$16,666.67** (1/12 of the maximum annual allocation) beginning with the 1st month upon the receipt and approval by the COUNTY of a monthly request for payment.

C. Provide the GRANTEE an in-kind donation not to exceed a value of \$400,000 at a rate of \$200,000 per year for the following items, amongst others:

- Advertising
- Audio/Visual Services
- Casualty Self Insurance
- Communications
- Computers
- DP Software/Accessories
- Furniture
- HCD Staff Time
- Indirect Costs
- ISS Services
- Marketing
- Miscellaneous
- Moving Expenses
- Office Space/Maintenance
- Travel
- Utilities

All in-kind provisions will be reevaluated at the end of the 2nd year of the Agreement.

D. Monitor the GRANTEE at any time during the term of this Agreement. Upon reasonable notice, visits may be scheduled as determined by HCD, may be conducted by HCD staff or its contractor, and will ensure compliance with the provision of this contract, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.

EXHIBIT B

LETTERHEAD STATIONERY

TO: Edward W. Lowery, J.D., Director
Housing and Community Development
160 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Community Land Trust of Palm Beach County
160 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Telephone:

SUBJECT: Monthly Request for Payment

The Community Land Trust of Palm Beach County (CLT of PBC) is requesting payment in the amount of \$_____ for month # _____ of year (one or two) of the Agreement. Attached, you will find the activity report for (month, year). The report details expenditures for the period of _____ through _____.

Approved for Submission

Signature and Title

EXHIBIT C

MONTHLY ACTIVITY REPORT

A. CONTRACT INFORMATION

Agreement Number: R _____

Month Covered:

Agency:

Address:

Person Preparing Report:

Signature and Title:

B. PERFORMACE INDICATORS

1. Indicate the Performance Measures met over the reporting period.

PERFORMANCE MEASURES	DELIVERABLES
Adopt Land Lease	
Adopt Resale Formula	
Adopt Homebuyer Orientation Program	
Adopt Operating Budget	
Adopt Amended ByLaws consistent with the Organizational Mission Statement	
Adopt Personnel Policies	
Adopt Program Policies	
Adopt Staffing Plan	
Develop Finance and Budget Policies	
Develop Marketing Plan	
Report on Fundraising Activity	
Establish Criteria and Process for Membership	
Establish Criteria for Homebuyer Selection	
Hire an Administrative Assistant	
Hire an Executive Director	
Hold Annual Board Meeting	
Hold Annual Meeting of the Membership	
Hold Regular Board Meetings	
Hold Regular Outreach Activities	
Hold Quarterly Membership Orientation Workshop	
Prepare quarterly report on initiatives to identify and solicit publicly owned vacant property suitable for development.	
Submit One Grant Application Quarterly	

2. Provide a detailed description of and supporting documentation for each of the performance measures met over the reporting period.

C. FINANCIAL INFORMATION

Use ATTACHMENT I.

D. GENERAL PROGRAM INFORMATION

1. Describe any attempts to secure additional funding.
2. Provide highlights of the reporting period.
3. Describe any new projects initiated or significant changes in operation.
4. Describe any problems or constraints experienced during the reporting period.

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	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Total
Beginning Cash Balance (HCD funds)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenses Related to HCD Funds:													
Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bank Service Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Delivery	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Health Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payroll	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payroll Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subscription & Dues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes and Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (Specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (Specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (Specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

I certify that all the above expenses are costs associated with this Grant Agreement.

Signature, Title

Date