

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 11/18/08 Consent Regular
 Public Hearing

Department:

Submitted By: COUNTY ATTORNEY

Submitted For: Housing Finance Authority of Palm Beach County, Florida

I. EXECUTIVE BRIEF

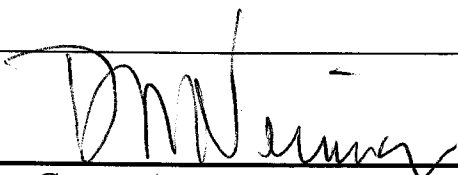
MOTION AND TITLE: STAFF RECOMMENDS MOTION TO APPROVE a First Amendment to Agreement for the Provision of Executive Director Services on an Interim Basis between the Housing Finance Authority of Palm Beach County (the "Authority") and David M. Brandt, Inc. ("DBI"), which contract provides that DBI will serve as interim executive director for the Authority, delineates the services DBI will provide to the Authority and establishes the fee arrangement between the parties with respect to such services (the "Amended Agreement"). The approval of the Amended Agreement is required by Ordinance 2002-22 (the "Ordinance").

Summary: Due to the vacancy in the position of Executive Director for the Authority, at its regular meeting held on May 9, 2008, the Authority appointed DBI to serve as its Executive Director on an interim basis while the Authority considered its options for the replacement of the Executive Director. The Authority and DBI entered into an Agreement for the Provision of Executive Director Services on an Interim Basis (the "Original Agreement"), which Agreement was for less than \$10,000. Thereafter, at its July 11, 2008 meeting the Authority determined that the Original Agreement should be amended to provide for an increase in the number of hours of service to be provided by DBI and a corresponding increase in compensation to DBI. The Authority and DBI entered into the Amended Agreement to memorialize the change in terms to the Original Agreement. Compensation to DBI under the Amended Agreement will be in excess of \$10,000. The Amended Agreement has been reviewed and approved by the Authority and its general counsel. Pursuant to the Ordinance "all contracts of the Authority for the purchase of goods and services in excess of \$10,000 shall be submitted to and approved, in each instance, by the Board of County Commissioners. . . ." Countywide (PFK)

Background and Policy Issues. The adoption of this motion by the Board of County Commissioners would constitute the approval required under the Ordinance.

Attachments:

- 1. First Amendment to Agreement for the Provision of Executive Director Services on an Interim Basis, between the Housing Finance Authority of Palm Beach County, Florida and David M. Brandt, Inc., dated August 11, 2008.

Recommended by:  10/29/08
 County Attorney Date

Approved By: _____ N/A _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0	_____	_____	_____	_____
Operating Costs	0	_____	_____	_____	_____
External Revenues	0	_____	_____	_____	_____
Program Income (County)	0	_____	_____	_____	_____
In-Kind Match (County)	0	_____	_____	_____	_____
NET FISCAL IMPACT	0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____ Reporting Category _____

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

C. Departmental Fiscal Review: All costs to be borne by the Housing Finance Authority. No fiscal impact to Palm Beach County.

III. REVIEW COMMENTS

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

atwillhite 11.4.08
 OFMB 11/13/08 CN 10/30/08
 Contract Dev. and Control 11/4/08

B. Legal Sufficiency:

Paul F. [Signature] 10/28/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**FIRST AMENDMENT TO
AGREEMENT FOR THE PROVISION OF
EXECUTIVE DIRECTOR SERVICES
ON AN INTERIM BASIS**

This First Amendment to Agreement for the Provision of Executive Director Services on an Interim Basis (the "First Amendment") is entered into by and between the Housing Finance Authority of Palm Beach County, Florida (the "Authority") and David M. Brandt, Inc. ("DBI") as of August 11, 2008.

RECITALS

WHEREAS, on May 9, 2008, the Authority and DBI entered into that certain Agreement for the Provision of Executive Director Services on an Interim Basis (the "Interim Agreement") pursuant to which DBI offered to perform the services of the Executive Director (the "Executive Director") for the Authority; and

WHEREAS, at its regularly scheduled meeting held on July 11, 2008, the Authority determined that the hours of service agreed upon pursuant to the Interim Agreement were not sufficient to enable DBI to effectively complete the services and that the number of hours of service to be performed by DBI should be increased, with a correspondence increase in compensation; and

WHEREAS, DBI has agreed to perform additional hours of service in exchange for the corresponding increase in compensation; and

WHEREAS, at its regularly scheduled meeting held on July 11, 2008, the Authority determined that DBI should receive a vehicle allowance for that portion of the services involving site visits.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and DBI do hereby contract and agree as follows:

Section 1. Amendment to Section 3(B) of the Interim Agreement:

Section 3(B) of the Interim Agreement is hereby amended and restated to read as follows (modified language indicated in italics and bold font):

B. DBI agrees to provide a minimum of ***sixty (60)*** hours of service to the Authority per month engaging in the following:

(i). Holding office hours at the offices of the Authority (the "Office") to attend to Authority

business previously handled by the Executive Director as set forth in Section 2 above,

(ii). Participating in Authority-related business meetings at the Office or other locations as set forth in Sections 2(F) and (G) above, and

(iii). Conducting compliance field audits as set forth in Section 2(E) above.

Section 2. Amendment to Section 4 of the Interim Agreement:

Section 4 of the Interim Agreement is hereby amended and restated to read as follows (modified language indicated in italics and bold font):

4. Compensation

DBI shall be paid *\$7,000* per month, in arrears, commencing *August 11, 2008, and a vehicle allowance of \$500 per month, payable in arrears, commencing August 11, 2008.*

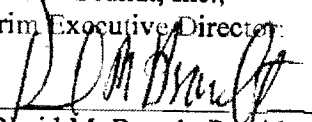
Section 3. Applicability of Remaining Provisions.


Except as expressly modified and amended by this First Amendment, the covenants, terms and conditions of the Interim Agreement are hereby ratified and affirmed and shall remain in full force and effect.

Section 4. Multiple Counterparts. This First Amendment may be simultaneously executed in one or more counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 5. Binding Effect. This First Amendment shall inure to the benefit of, and shall be binding upon, the Authority and DBI.

IN WITNESS WHEREOF, the Authority and DBI have caused this First Amendment to Agreement for the Provision of Executive Director Services on an Interim Basis to be executed on their behalf by their duly authorized representatives as of the date first above written.

David M. Brandt, Inc.,
Interim Executive Director:
By: 
David M. Brandt, President

Housing Finance Authority
of Palm Beach County, Florida:
By: 
Robin B. Henderson, Chairperson