

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONER

Meeting Date: December 1, 2009 [X] Consent [] Regular
 Department: Housing and Community Development
 Submitted By: Housing and Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 001 to Agreement (R-2009-1291) with Northwest Riviera Beach Community Redevelopment Corporation (NWRBCRC) revising the Agreement commencement date from November 1, 2008 to October 10, 2008.

Summary: On August 18, 2009, the Board of County Commissioners (BCC) approved an Agreement (R-2009-1291) with NWRBCRC to allocate \$294,500 in Federal Home Investment Partnership funds; to facilitate the construction of 22 single family homes in an affordable homeownership project known as "Brooks Subdivision." Unfortunately, the commencement date was incorrectly identified as November 1, 2008 instead of October 10, 2008. Approval will permit NWRBCRC to be reimbursed for development expenditures incurred immediately after purchase of the development site on October 10, 2008. This Agreement provides Federal HOME Community Housing Development Organization (CHDO) Reserve funds which no local match is required. (District 7) [TKF]

Background and Policy Issues; Palm Beach County Housing and Community Development (HCD) receives HOME Investment Partnership Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) on an annual basis to implement various housing programs that benefit families whose household income does not exceed eighty (80%) percent of the median income for Palm Beach County. HOME funds are allocated to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary and affordable housing for very-low and low income families. According to the Federal HOME regulations, at 24 C.F.R. 92.300, the participating jurisdiction "must reserve not less than 15 percent of these HOME funds for investment only in housing to be developed, sponsored, or owned by Community Housing Development Organizations (CHDOs).

Attachments:

- A. Amendment 001 to the agreement with Northwest Riviera Beach CRC
- B. Original Agreement with Northwest Riviera Beach CRC, including exhibits
- C. Proof of Required Insurance

Recommended by: Edward W. Gomez 11/23/09
 Department Director Date

Approved By: Sharon J. Boyd 11/30/09
 Assistant County Administrator Date

I. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	*See below				

# ADDITIONAL FTE POSITIONS (Cumulative)	0				
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Is Item Included In Current Budget? Yes X No
 Budget Account No.:

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

Source:

* NO FISCAL IMPACT

C. Departmental Fiscal Review:

Shairette Major
 Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

The period of the contract is from October 10, 2008 to October 30, 2010.

[Signature]
 OFMB *11/23/09*
11-23-09

[Signature]
 Contract Development and Control *11/24/09*

This amendment complies with our review requirements.

B. Legal Sufficiency:

[Signature]
 Senior Assistant County Attorney *11/25/09*

C. Other Department Review:

 Department Director

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

AMENDMENT 001 TO THE AGREEMENT

WITH

Northwest Riviera Beach Community Redevelopment Corporation

Amendment 001 entered into this _____ day of _____, 2009 by and between Northwest Riviera Beach Community Redevelopment Corporation (NWRBCDC).

WITNESSETH:

WHEREAS, Palm Beach County entered into an agreement with Northwest Riviera Beach Community Redevelopment Corporation on August 18, 2009, which was approved by Document R-2009 - 1291, to provide \$294,500 of Federal HOME Funds to facilitate the construction of twenty-two single-family houses in an affordable homeownership project known as "Brooks Subdivision".

WHEREAS, both parties wish to modify the agreement; and

WHEREAS, both parties mutually agree that the original agreement entered into on August 18, 2009 is hereby amended as follows:

A. Part III - Section 1 - Maximum Compensation:

Substitute "October 10, 2008" for "November 1, 2008";

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)

Northwest Riviera Beach Community Redevelopment Corporation, a Florida Corporation

BY: William H. Burrs
William Burrs, President
Northwest Riviera Beach Community Redevelopment Corporation

BY: J. Schiller
Schiller Ambroise, Executive Director
Northwest Riviera Beach Community Redevelopment Corporation

(COUNTY SEAL)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock
Clerk & Comptroller

BY: _____
Board of County Commissioners

BY: _____

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing and Community Development

BY: Tammy K. Fields
Tammy K. Fields
Assistant County Attorney

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

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Tammy K. Fields
Assistant County Attorney

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

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Board of County Commissioners

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Department of Housing and Community Development

BY: Tammy K. Fields
Tammy K. Fields
Assistant County Attorney

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

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
NORTHWEST RIVIERA BEACH COMMUNITY REDEVELOPMENT
CORPORATION, INC

R 2009 12 91

THIS AGREEMENT, entered into this 18 day AUG 18 2009, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its HOME Investment Partnerships Program and Northwest Riviera Beach Community Redevelopment Corporation, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at Bank of America Building, 2001 Broadway, Suite 501 Riviera Beach, FL 33404, and its Federal Tax Identification Number as 65-0352491.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development as a participating jurisdiction for the receipt and use of funds as approved by the HOME Investment Partnership Program ("HOME Program") as provided in 24 CFR Part 92; and

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 HOME Investment Partnership Program in certain areas of Palm Beach County pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1990; and

WHEREAS, Northwest Riviera Beach Community Redevelopment Corporation, Inc. represents that it is fully qualified as a Community Housing Development Organization (CHDO) as required by 24 CFR Part 92, possesses the requisite skills, knowledge, qualifications and experience to provide the services and to carry out eligible CHDO activities identified herein, and does offer to perform such services and to carry out such activities for Palm Beach County; and

WHEREAS, Palm Beach County, in accordance with the Annual Consolidated Plan, and Northwest Riviera Beach Community Redevelopment Corporation, Inc. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the Northwest Riviera Beach Community Redevelopment Corporation, Inc. to implement such undertakings of the HOME Investment Partnership Program.

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) "County" means Palm Beach County.
- (2) "HOME Program" means the HOME Investment Partnership Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means Northwest Riviera Beach Community Redevelopment Corporation.
- (5) "HCD Approval" means the written approval of the HCD Director or designee.
- (6) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (7) "Low Income Persons" means the definition set by U.S. HUD.

Other terms used herein shall be defined as they appear at 24 CFR 92.2.

2. Purpose:

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

PART II

SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks outlined in Exhibit "A" for the use of HOME funds. The agency shall submit invoices using the cover sheet in Exhibit "D", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services, CHDO activities and costs (as provided in 24 CFR Part 92) rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services and CHDO activities shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$294,500, as delineated in Exhibit "A" for the period of November 1, 2008

through October 31, 2010. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director at his discretion up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency to the HCD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number M-04-UC-120215, M-05- UC-120215 and M-01-DC-120226 CHDO reserve. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services and CHDO activities required hereunder shall be completed by the Agency by July 21, 2010.

3. Method of Payment

The County agrees to make payments and to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder.

Requests by the Agency for payments or reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Agency and HCD. Proof of payment and originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Agency must adequately justify their absence, in writing, and furnish copies. Invoices shall not be honored if received by the Palm Beach County Finance Department later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the commencement date of this Agreement.

4. Conditions on Which Payment Is Contingent

(1) Implementation of Project According to Required Procedures

The Agency shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances, and codes and

with the applicable procedures outlined in HCD Policies and Procedures Memoranda, 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. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HCD. No payments will be made until the Agency's personnel policies are approved by the HCD Director. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the HCD Director or designee.

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

(2) Financial Accountability

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(3) Subcontracts

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with County, State, and Federal guidelines and regulations must be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State and County laws and regulations.

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HCD Director or designee.

(4) Purchasing

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(5) Reports, Audits, and Evaluations

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

(6) Additional HCD, County, and U. S. HUD Requirements

HCD shall have the right under this Agreement to suspend or terminate payments until the Agency complies with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

(7) Prior Written Approvals - Summary

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

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-town travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. The Agency shall report its plan to utilize such income to HCD, and said plan shall require the prior written approval of the HCD Director or designee. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

In addition to the foregoing, Program Income, as defined by 24 CFR 570.500(a), may be retained by the Agency. Program Income shall be utilized to undertake activities specified in Exhibit A of this Agreement, and all provisions of this Agreement shall apply to said activities. Any Program Income on hand at or received after the expiration of this Agreement shall be returned to the County.

PART IV

GENERAL CONDITIONS

1. Opportunities For Residents And Civil Rights Compliance The Agency agrees that no person shall on the grounds of race, color, disability, national origin, 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 evidence of such discrimination, the County shall have the right to terminate this Agreement. To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a minimum, the Agency shall comply with Section of the Housing and Community Development Act of 1968 (as amended).

2. Opportunities For Small and Minority/Women-Owned Business Enterprises
In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small and minority/women-owned 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 and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. Project Beneficiaries
One hundred percent (100%) of the beneficiaries purchasing the HOME-assisted units in the project funded through this Agreement must be very low or low income persons. The project funded under this agreement shall assist beneficiaries as defined above for the time period designated in Exhibit A of this Agreement. The Agency shall provide written verification of compliance to HCD upon HCD's request.

4. Evaluation And Monitoring The Agency agrees that HCD will carry out periodic monitoring and evaluation 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 and comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports, and output measures. The Agency 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 Agency shall submit information and status

reports required by HCD, the County, or U.S. HUD at HCD's request on forms approved by HCD to enable HCD to evaluate said progress and to allow for completion of reports required of HCD by HUD. The Agency shall allow HCD or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or HUD.

5. Audits and Inspections

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

The Agency agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The County will require the Agency to submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within one hundred and eighty (180) days after the end of any fiscal year covered by this agreement in which Federal funds from all sources are expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the agency is exempt from having an audit conducted under A-133, the County reserves the right to require submission of audited financial statements and/or to conduct a "limited scope audit" of the agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

6. Data Becomes County Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency 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 Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

7. Indemnification

The Agency 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 Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency 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 Agency.

8. Insurance

Northwest Riviera Beach CRC agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by Northwest Riviera Beach CRC is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Northwest Riviera Beach CRC under this contract.

(1) Commercial General Liability

Northwest Riviera Beach CRC agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis

(2) Business Automobile Liability

Northwest Riviera Beach CRC agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Northwest Riviera Beach CRC does not own automobiles, Northwest Riviera Beach CRC agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

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

Northwest Riviera Beach CRC agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis

(4) Additional Insured

Northwest Riviera Beach CRC agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

(5) Waiver of Subrogation

Northwest Riviera Beach CRC agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Northwest Riviera Beach CRC to enter into an pre-loss agreement to waive subrogation without an endorsement, then Northwest Riviera Beach CRC agrees to 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, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Northwest Riviera Beach CRC enter into such an agreement on a pre-loss basis.

(6) Certificate(s) of Insurance

Northwest Riviera Beach CRC agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder address shall read:

PALM BEACH COUNTY
c/o Department of Housing and Community Development
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

(7) Umbrella or Excess Liability.

Northwest Riviera Beach CRC may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for the Commercial General Liability and Business Auto Liability. Northwest Riviera Beach CRC agrees to endorse COUNTY as an “Additional Insured” on the Umbrella or Excess

Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

(8) Right to Review

The COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

(9) Right to Review and Adjust

The Agency shall agree the County, by and through its Risk Management Department in cooperation with the Department of Housing and Community Development, reserves the right to periodically review, modify, or 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 Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency 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 Agency 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 Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to HCD 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 lower- income residents of the project target area.

11. Citizen Participation

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

12. Recognition

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

13. Contract 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 11246, 11478, 11625, 12432, the Davis Bacon Act, Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended
- (6) The Drug-Free Workplace Act of 1988, as amended
- (7) Florida Statutes, Chapter 112
- (8) Palm Beach County Purchasing Ordinance
- (9) Federal HOME Investment Partnership Program Regulations (24 CFR Part 92), as amended
- (10) The Agency's Personnel Policies and Job Descriptions
- (11) The Agency's Articles of Incorporation and Bylaws
- (12) The Agency's Certificate of Insurance
- (13) Current list of the Agency's Officers and members of Board of Directors

(14) Proof of Agency's 501(c)(3) certification from Internal Revenue Service (IRS)

All of these documents will be maintained on file at HCD. The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

14. Termination

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

In the event of termination, the Agency 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 Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency 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 in whole or part by giving written notice to the other party of such termination and specify the effective 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 termination, the County shall pay the Agency for services rendered pursuant to this Agreement through 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.

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, 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 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 100 Australian Ave, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on Page One of this Agreement.

18. Independent Agent and Employees

The Agency 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 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 Agency 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

21. Counterparts Of This Agreement

This Agreement, consisting of twenty-one (27) 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.

AUG 18 2009

WITNESS our Hands and Seals on the ____ day of _____, 2009.

ATTEST:

R 2009: 12 91

SHARON R. BOCK
Clerk & Comptroller

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

By: 
Deputy Clerk



BOARD OF COUNTY
COMMISSIONERS

By: 
Chair

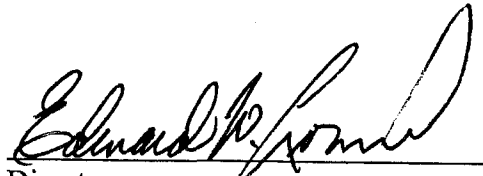
JOHN F. KOONS
CHAIRMAN

(COUNTY SEAL)

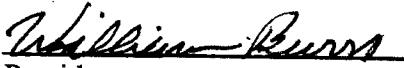
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

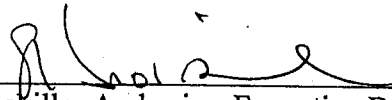
By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:


Director
Department of Housing & Community
Development (HCD)

NORTHWEST RIVIERA BEACH COMMUNITY REDEVELOPMENT CORPORATION,
a Florida Corporation

By:  William Burrs,
President
Northwest Riviera Beach Northwest Riviera
Beach Community Redevelopment Community
Redevelopment Corporation

By: 
Schiller Ambroise, Executive Director
Northwest Riviera Beach
Community Development

(CORPORATE SEAL)

EXHIBIT A

WORK PROGRAM NARRATIVE

NORTHWEST RIVIERA BEACH COMMUNITY DEVELOPMENT CORPORATION

I. **The Agency agrees to:**

- A. **PROJECT SERVICES:** The Agency shall utilize HOME/Community Housing Development Organization (CHDO) funds provided by HCD for site-development, professional services and project delivery costs which will facilitate the development of affordable housing units for potential First-time homebuyers within the "Brook's Subdivision". Construct at least twenty-two (22) single-family homes, as a part of the Brooks Subdivision; which is located in Northwest Riviera Beach Community Redevelopment Corporation's (NWRBCRC) target area. Utilize the revolving line of credit secured through the Housing Finance Authority to NWRBCRC for construction of the subject homes. As a result, of allocating HOME funds to the "Brook's Subdivision" project, all twenty-two (22) homes will be reserved and sold in the following manner: ten (10) homes will be designated as HOME-assisted with five (5) homes being sold to very-low income families and five (5) homes to low income families. The remaining twelve (12) homes will be sold to families whose household incomes do not exceed moderate income (120% of AMI). The HOME assistance will further the objectives of the Community Housing Development Organization (CHDO) set-aside per 92.300 (a) (1). As a part of the CHDO set-aside requirements, the agency shall act as developer or owner and has site control of the lots upon which the HOME-assisted units are to be constructed.

HOME funding allocated for site-improvements, professional services and project delivery will be used as a partial subsidy for eligible homebuyers of the ten (10) homes in the "Brooks Subdivision" project. The partial subsidy credited to homebuyer's purchase shall be in an amount up to \$10,000 and no less than \$2,500. If additional subsidy is required for the homebuyer's first mortgage to be affordable, the homebuyer may be eligible to receive additional subsidy. The additional subsidy will represent the difference between the pass through subsidy amount and the maximum (if required, in order, to meet the no less than 25% and no more than 30% threshold for affordability) subsidy according to the subsidy limits established by Palm Beach County HOME program. The subsidy/credit provided by the agency will be identified as direct homeownership assistance in accordance with 92.300 (a) (1). The credit/subsidy will be secured by a second Mortgage and Promissory Note in favor of Palm Beach County, as shown in Exhibit B. The agency will submit a letter of credit showing the amount of subsidy to be transferred to the eligible homebuyer, as well as, requesting additional (if required) subsidy. Also, the agency will provide copies of the applicable HUD 1(closing statements).

- B. **PROJECT SCOPE:** The scope of work undertaken within the Brook's Subdivision for funds provided, shall include the following, but is not limited to:
- Installation of on-site roads, water and sewer lines, street lights, underground utilities and connections, site preparation, and demolition.
 - Other reasonable and necessary costs incurred by the NWRBCRC (owner of the project) and associated with the financing or development of housing assisted with HOME funds. Reasonable and necessary shall include items in accordance with 24 CFR Part 92.
 - ❖ Architectural fees, appraisal costs, lender inspection costs, legal fees, city inspection fees and loan origination fees.
 - ❖ Project delivery cost - Staff and overhead costs directly associated with the development and marketing of the project.

- C. Maintain a daily presence in the NWRBCRC target area and maintain a Project Manager and project staff to supervise the development of the project and the HOME-assisted housing units in the Brooks Subdivision and carrying out the development tasks which include but are not limited to the following: Negotiate sales with property owners and buyers
- Secure property appraisals, environmental clearances, surveys, and Coordinate inspections with municipality
 - Assemble a development team and coordinate project meetings
 - Secure loan and other grant financing for the development of the projects.
 - Prepare Request for Bids and select general contractor
 - Obtain building permits
 - Coordinate construction activities and *oversee work of contractors and subcontractors.*
 - Assist in coordinating bank inspections
 - Obtain final survey and other duties as necessary
 - Participate in initiating and overseeing the development and completion of
 - Brook's Subdivision project; and initiate the commercial real estate development projects.
 - Assist the Executive Director in managing the real estate development and/or renovation projects.

In addition to the Project Manager, NWRBCRC shall retain a Housing Coordinator position which will identify and process low and very low-income homebuyers for the purchase of the HOME-assisted housing and project staff to be involved in the implementation of the projects and specifically the Brooks Subdivision for the HOME assisted units through the following activities:

- Identify and pre-qualify prospective homebuyers for a loan and subsidy processing.
- Conduct credit counseling and home buyer education related to subsidy.
- Assist home buyers to identify and apply for first mortgage and subsidy financing.
- Secure HOME and any other subsidy financing that may be applicable.
- Preparing mortgage documents related to subsidies and transfer of HOME subsidies to home buyer.
- Facilitate recording of applicable HOME mortgage liens.
- Serve as liaison between the home buyer and the general contractor and coordinate receipt of certificate of occupancy and completion of "punch list" items.
- Order surveys, inspections, request for funding and other documentation required for the homebuyer loan closing transaction.

Due to the size of NWRBCRC's staff, the Operations Director and Office Manager shall also provide support to the HOME/CHDO projects. The CHDO project related activities will be documented by each staff person whether activities are indirect or direct services.

- D. Advertise bids for construction of the HOME-assisted units, review bids carefully and select contractor based on the lowest responsive bidder that meets the terms, conditions and specifications of the bid and that will result in the best interest of the agency and that will ensure the most efficient use of HOME funds. The agency shall ensure that the selected contractor is current licensed and insured in accordance with all applicable State and local authorities and has not been barred from participating in any federal, State or local projects. The agency shall also ensure that the selected contractor has the capacity to provide construction services in a timely and efficient manner based current workload, staffing and subcontractors. The contractor must also show a good record of past performance in terms of quality of workmanship, adherence to budget and cost controls and compliance with performance schedules.
- E. Coordinate the activities of mainly private, for-profit agencies in identifying sites, obtaining cost estimates, or selecting contractors within the targeted areas.

- F. Inform the buyers of the completed housing of the necessity of executing any required documents, including a Promissory Note and Second Mortgage in favor of the County included substantially as Exhibit B, in order to be eligible for HOME funds.
- G. Submit to HCD the required Quarterly Detailed Narrative Reports. Reports will include information on the progress (phases of construction or purchase of land) of the housing projects. The Detailed Narrative Reports will include constraints, program revisions, and goal comparisons.
- H. Assist the County in carrying out its affirmative marketing requirements.
- I. Provide verifiable staff time sheets to HCD for the reimbursement of staff costs pursuant to this agreement. Time sheets will show clearly the time, hours and minutes allocated to each activity. Staff paid out of HOME funds will keep daily time records identifying the time spent on specific activities as outlined in the above description. Submit applicable documentation including copies of draw requests, invoices, receipts, checks along with County approved forms to substantiate HOME disbursements.
- J. Provide HCD staff a total operating budget for the agency, delineating all sources and uses of funds within 60 days of the execution of this agreement and prior the release of any CHDO operating funds.
- K. Report the receipt of any income earned by the Agency to the HCD Director within five (5) working days after the receipt of the income. Any income earned by the Agency will be considered program income and will be subject to HCD and U.S. HUD regulations and this Agreement.

II. The County agrees to:

- A. Reimburse the agency on a per draw basis for site-development costs associated with carrying out the HOME/CHDO eligible activities as specified in the above Scope of Work. The total reimbursement for the community housing development reserve (CR) funds allocated to the agency shall not exceed an amount of \$219,500 for site-development, professional services and project delivery cost, pursuant to this agreement and in accordance 24 CFR Part 92.206 and Chapter 67-37 Florida Administrative Code of the State Housing Initiative Partnership Program as delineated below. Provide total payments to the agency of \$294,500 for the duration of this agreement. Payment for site development shall be based on the submission of a contractor's request for payment and schedule of values (form G702 and G703) along with an approval of the work completed by an independent and licensed construction inspector or architect, approved by HCD staff. The submission for payment shall also include copies of cancelled checks paid by the agency, copies of releases of liens from the contractor and subcontractors for payments made, and copies of receipts and invoices from other professionals, where applicable.
- B. Reimburse the Agency on no less than a monthly basis for all eligible project costs related to carrying out the project in accordance 24 CFR Part 92.206 up to \$75,000. The undertaken project expenses leads to project development, completion and sale of housing units to eligible homebuyers. In no event shall the total funds made available pursuant to this Agreement exceed the maximum and total authorized sum of \$294,500 in HOME funding. Payment of staff and overhead costs directly related to the project shall be subject to the detailed budget below and the provision of detailed time sheets and outcomes reports for the staff time spent on developing Brook's Subdivision projects.

Project Delivery Expense Budget

Homeownership Coordinator	\$20,000
Project Manager	\$30,000
Assistant Project Manager	<u>\$25,000</u>
	\$75,000

- C. Review contractor qualifications for HOME-assisted construction projects. HCD staff

shall conduct progress and final inspections on all construction activity involving HOME funding.

- D. Provide a determination that applicant households are income eligible under HUD guidelines based on income and household size. Provide a determination that the sites are in conformance with Federal environmental requirements.
- E. Provide technical assistance to ensure compliance with HUD, U.S. HUD, and applicable State, Federal and County regulations and this Agreement.
- F. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- G. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD and will serve to ensure compliance with U.S. HUD and HCD regulations and to verify the accuracy of reporting procedures to HCD on program activities as described.

EXHIBIT B

PALM BEACH COUNTY

COMMISSION ON AFFORDABLE HOUSING

Return To:

*PBC Housing and Community Development
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Attention: HOME Program*

SECOND MORTGAGE

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL
PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY
IS \$00,000 AND ALL ADVANCEMENTS MADE BY THE
MORTGAGEE UNDER THE TERM OF THIS MORTGAGE.**

THIS MORTGAGE DEED

Executed this ____ day of ____, A.D. 2009 _____ (Single), whose address
is: _____ Address _____ hereinafter called the mortgagee: Palm Beach County whose
address is 301 North Olive Ave., West Palm Beach, Florida 33401

(Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, and the term "note" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Palm Beach County, Florida viz:

THIS IS A SECOND MORTGAGE, subject to the first Mortgage from Mortgagor to Mortgagee, in the original amount of \$00,000.

TO HAVE AND TO HOLD the same, together with tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and at said land is free and clear of all encumbrances. In the event the subject property or any interest therein shall be sold, conveyed or in any other manner disposed of, including by Agreement for Deed, this Mortgage shall become due and payable in full.

PROVIDED ALWAYS, that if said Mortgagor shall pay unto said Mortgagee the certain promissory note hereinafter substantially copied for identification, to wit:

See Attachment "A" attached hereto and made a part hereof and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and

of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

AND, Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value with a company acceptable to the mortgagee. The policy or policies to be held by, and payable to, said mortgagee. In the event any sum or money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured.

In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date hereof at the highest lawful rate then allowed by the laws of the State of Florida.

In any event, as long as the property is encumbered by the original first mortgage, all property insurance payments and property tax payments are to be secured through escrow and paid by the first mortgage.

AND, Mortgagor agrees further that mortgagor shall reside in the mortgaged property as the Mortgagor's principal place of residence for the term of this Mortgage.

AND, Mortgagor further recognizes that any secondary or junior financing placed upon the mortgaged property, (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security (s), could detract from the value of the mortgaged property should Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the mortgaged property and (d) require the Mortgagor to have housing expenses which exceed the guidelines for affordability under the HOME program requirements.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) keeping the premises free of subordinate financing liens and (iv) meeting **HOME Investment Partnership Program** requirements for affordability, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the mortgaged property or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which may be withheld for any reason, shall be an Event of Default hereunder.

For the purpose of and without limiting the generality of the preceding sentence, the occurrence of any time of any of the following events shall be deemed to be an unpermitted transfer of title to the mortgaged property and therefore an Event of Default hereunder.

(a) any sale, conveyance, assignment or other transfer of or the grant of security interest in, all or any part of the title to the premises within thirty (30) years of the date of this Mortgage or the expiration of the full term of the First and second Mortgage, whichever date is earlier, without the prior written consent of the Mortgagee.

(b) any new or additional liabilities without the prior written consent of Mortgagee. Any consent by the Mortgagee, or any waiver of an event of default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this paragraph. If any sum of money herein referred to be not promptly paid within 15 days after the same becomes due, or if each and every agreement, stipulation, condition and covenant of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary

notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

This second Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain Mortgage from Borrower to the first Lender, dated _____, 2009, recorded in _____ Page _____, in the Clerk's Office of Palm Beach County, Florida (the "First Mortgage") securing that certain Note having an original principal face amount of XXXXXXXXXXXXXXXXXXXX AND 00/100 (\$00,000.00) dollars, dated _____, 2009 (the, "First Note"), made by Borrower payable to H.E.L.P., Inc., the ("First Lender").

If any provision of the Promissory Note or Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note, and First Mortgage, shall govern.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear of such restrictions.

Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

THIS IS A SECOND MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$00,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness: _____ (Signature)

Witness: _____ (Signature)

PROPERTY ADDRESS:

State of Florida
Palm Beach County

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, who is (are) personally known to me or who has produced _____ as identification.

Notary Seal _____

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

Commission No. _____

PALM BEACH COUNTY COMMISSION ON AFFORDABLE HOUSING
PROMISSORY NOTE

HOME PROGRAM

Amount: \$00,000.00

Date: _____ 2009

Property Address:

Place: Palm Beach County

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Palm Beach County, Florida, (herein called the "County"), acting by and through its Board of County Commissioners, the remaining balance on the principal sum of XXXX-XXX THOUSAND XXX HUNDRED and 00/100 (\$00,000.00) dollars, which remaining balance shall be payable in full upon the sale, lease, or transfer of the property, identified and legally described in the Mortgage used to secure this Note, from the undersigned signing this Note (being the owner(s) having fee simple title to the mortgaged property) to any other person(s) without the prior written consent of the Mortgagee.

Upon the sale, transfer, conveyance or alienation of any part or all of the property within thirty (30) years of the date of this note or expiration of the full term of the first Mortgage loan, whichever date is earlier, full repayment of the principal sum plus accrued interest, if any, plus any advancements made pursuant to the terms of the Mortgage, shall become immediately due and payable.

In the event of a refund of any governmental fees to the undersigned, the undersigned assigns such reimbursement directly to Palm Beach County to be credited towards the total amount due under this Note.

The undersigned reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

This Promissory Note and the second Mortgage securing payment of this Promissory Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount XXXX-XXXX THOUSAND XXX HUNDRED XXXXX AND 00/100 (\$00,000.00) dated, _____, 2009 (the "First Note"), made by Borrower payable to (the "First Lenders") and secured by that certain Mortgage from Borrower to the First Lender, dated _____, 2009, recorded in _____, Page _____, and recorded in _____, Page _____, in the Clerk's Office of Palm Beach County, Florida (the "First Mortgage").

The Note Holder consents to any agreement or arrangement in which the First Lenders waive, postpone, extend, reduce or modify any provisions of the First Note or the First Mortgage, including any provision requiring the repayment of money.

If any provision of this Promissory Note or the Buyer's Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

If default be made in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage, then the entire unpaid principal amount of this Note, together with accrued interest computed **at a rate of eight percent per annum from the date of default**, shall become at once due and payable, at the option of the County, without notice to the undersigned, time being of the essence.

Failure of the County to exercise such option shall not constitute a waiver of such default, nor a waiver of the right to exercise the same in the event of any subsequent default. If this Note be reduced to judgment, such judgment shall bear the statutory interest due on judgments, but not to exceed eight percent per annum.

Thirty (30) years from the date of this Note or expiration of the full term of the first Mortgage loan, whichever is earlier, if the following two conditions have been met, the entire Note will be deemed satisfied and the Maker shall have no further obligation to the County under this Note:

1) There have been no defaults in the performance of any of the covenants, understandings and agreement obtained and entered into to secure financing used in connection with this Note or in said Mortgage; and

2) There has been no sale, transfer, conveyance or alienation of any part or all of the property secured in said Mortgage.

If suit is instituted by the County to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs at the trial and appellate levels.

THIS NOTE is secured by a Mortgage of even date herewith, duly filed for record in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waive(s), to the extent authorized by law, any and all homestead and other exemption rights, which otherwise would apply to the debt evidenced by this Note.

This Note has been duly executed by the undersigned as of its date, _____, 2009.

(Signature)

(Signature)

Property Address:

EXHIBIT C

PALM BEACH COUNTY HOUSING & COMMUNITY DEVELOPMENT HOME INVESTMENT AGENCY PROGRAM AFFIRMATIVE MARKETING GUIDELINES

PALM BEACH COUNTY

In furtherance of Palm Beach County's commitment to non-discrimination and equal opportunity in housing, the County's Department of Housing and Community Development (HCD) has established policies and procedures for affirmatively market housing units produced under the HOME, Community Development Block Grant (CDBG) and the State Housing Initiatives Partnership (SHIP) Programs. The objectives of these affirmative marketing policies and procedures are in accordance with 24 CFR 92.351 of the HOME regulations and Section 8 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701 U), and is applicable to other Federal, State and local regulations.

These affirmative marketing policies and procedures are implemented comprehensively for all the above housing programs through the County's Department of HCD and aim to effect greater participation of eligible persons from all racial, ethnic and gender-based minorities. The policies and procedures also aim to market units to and effect greater participation from persons in the housing market who are not likely to apply for housing without special outreach.

Palm Beach County will take all necessary steps to affirmatively market its housing programs through organized neighborhood meetings, distribution of literature, provision of information, press releases and other "good faith" efforts. Additionally, Palm Beach County will utilize the Community Development Advisory Board.

Palm Beach County Department of HCD therefore ensure that housing programs (geared toward existing homeowners and first-time homebuyers) are advertised periodically through general circulation and minority newspapers, as well as through community information meetings at various locations, County-wide.

PROGRAM SUBRECIPIENTS

In order to carry out the policies and procedures of HCD's Affirmative Marketing Program, all non-profits, for-profits, municipalities and individual owner-investor subrecipients of the above mentioned programs must comply with the following:

- 1) The Equal Opportunity logo or slogan must be used by owners in advertising vacant units, and on solicitation for Owner Proposal Notices.
- 2) Lenders, non-profit housing developers, and other program subrecipients are requested to solicit applications from persons in the housing market area who are not likely to apply for housing without special outreach. Owners and agencies can satisfy this requirement by posting a notice of vacancies or housing opportunities in locations including, but not limited to the following:
 - a. Churches and Other Related Organizations
 - b. Community Organizations
 - c. Fair Housing Groups
 - d. Housing Counseling Agencies
 - e. Agencies for Disabled
 - f. Employment Centers
 - g. Local Public Housing Authorities (PHAs) or Other Similar Agencies
- 3) Program participants must also utilize, as far as possible, all commercial media in informing all potentially eligible homebuyers in the market. The use of community, minority and other special interest publications likely to be read by persons needing special outreach, is also highly recommended.
- 4) All program participants are required to adequately inform and train their staff on the objectives of affirmative marketing and ensure that their staff takes every step to ensure compliance. The above mentioned policies and procedures must be provided in written form to each staff member.
- 5) Affirmative records of the subrecipient in the program will be monitored on-site annually, and a report will be compiled to assess their efforts in adhering to the requirements. These records will include but not be limited to: copies of brochures, news clippings, press releases, sign-in logs from community meetings, and any letters or inquiry written to or from prospective clients. The participants will be informed of their responsibility to adhere to the said requirements.

- 6) Participants are required to submit monthly or quarterly reports using measures such as number of housing units provided, and number of families assisted. These reports will identify racial/ethnic/gender classifications. These measures will be used to determine the success of the program.

Meetings will be held as required with selected subrecipients to ensure the smooth implementation of these and other program requirements. The County will assess the affirmative marketing program to determine the success of affirmative marketing actions (such as advertisements, etc.) and address the potential necessity for corrective actions, making distinctions between failures based upon marketing/targeting problems, those based on systemic (program eligibility) factors or lack of interest. Affirmative marketing success will be specifically tracked through the various program applications by notations of racial/ethnic/gender distinctions on program documents. HCD recognizes that the volume of response from racial/ethnic/gender groups may not be an indication of affirmative marketing efforts, and therefore it will make periodic adjustments in its affirmative marketing techniques with consultation from specialized Equal Housing Opportunity, fair housing and racial and gender-based minority groups.

EXHIBIT D

LETTERHEAD STATIONERY

TO: Edward Lowery, Director
Housing and Community Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

FROM: Name of CHDO: Northwest Riviera Beach Community
Redevelopment Corporation
Address: Bank of America Building, 2001 Broadway, Suite 501
Riviera Beach, Florida 33404
Telephone: (561) 845-1147

SUBJECT: INVOICE REIMBURSEMENT

Attached, you will find Invoice # _____, requesting reimbursement in the amount of \$
The expenditures for this invoice covers the period _____, 20____ through
, 20____. You will also find attached, back-up original documentation relating to the
expenditures being involved.

Approved for Payment

Ref: H:\CHDO File2006-2007\NWRB 04-05 Agreement.wpd

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2009

PRODUCER
VAN AMERINGENS INS. & FINANCE
Congress Corporate Center
902 Clint Moore Rd Suite 132
Boca Raton, FL 33487

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 POLICIES BELOW.

INSURED
Northwest Riviera Beach Redevelopment Corp.
2001 Broadway
Riviera Beach, FL 33404

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NAUTILUS INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDFU	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NC925130	8/7/2009	8/7/2010	EACH OCCURRENCE \$ 1,000,000.
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000. MED EXP (Any one person) \$ 1,000. PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ EXCLUDED				
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	NC925130	8/7/2009	8/7/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.
		BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

PALM BEACH COUNTY BOARD OF COUNTY COMM.
C/O HCD 100 AUSTRALIA AVE.
SUITE 500
WEST PALM BEACH, FL 33406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Hull & Co., Inc.-Ft. Lauderdale



is named as additional insured

ACORD 25 (2001/08)

© ACORD CORPORATION 1988



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2009

PRODUCER Van Ameringen's Insurance and Financial Services 902 Clint Moore Rd Suite 132 Boca Raton, Florida 33487	Phone: (561)995-9577 Fax: (561)995-9677	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 POLICIES BELOW.
INSURED NORTHWEST RIVIERA BEACH REDEVELOPMENT CORP. 2001 BROADWAY SUITE #510 RIVIERA BEACH, FL 33404	INSURERS AFFORDING COVERAGE	
		INSURER A: Acquia Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

NAIC #
24619**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED / TR / INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	CARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
^	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	wc07074002	7/31/2009	7/31/2010	WE STATUTORY LIMITS OTHER \$1. EACH ACCIDENT \$ 100,000 \$1. DISEASE - EA EMPLOYEE \$ 100,000 \$1. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Holder's Nature of Interest: Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
 C/O PALM BEACH COUNTY HOUSING AND COMMUNITY DEVELOPMENT
 100 AUSTRALIAN
 WEST PALM BEACH, FL 33406

ACORD 25 (2009/01)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

Andrea Smiley

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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.