

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 2, 2013 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Department of Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 003 to an Agreement (R2010-1753) with Delray Beach Community Development Corporation (DBCDC) to allow the acquisition and rehabilitation of up to two (2) additional homes and to extend the expiration date from September 15, 2013 to May 31, 2014.

Summary: On October 19, 2010, Palm Beach County entered into an Agreement (R2010-1753) with DBCDC to fund the acquisition and rehabilitation of single family homes under the Federal HOME Investment Partnerships (HOME) Program. These homes may be rented, lease-purchased or sold to households whose incomes are at or below 80% of area median income. DBCDC has acquired, and is rehabilitating two (2) homes with the \$529,398 allocated through the Agreement. This Amendment will allow BDCDC to acquire and rehabilitate up to two (2) additional homes using the balance of funds remaining available and will provide additional time to enable them to do so. These are Federal HOME Program grant funds which require a 25% local match provided with SHIP funds. (DES Contract Development) District 7 (TKF)

Background and Justification: Palm Beach County Department of Economic Sustainability (DES) receives HOME funds from the U.S. Department of Housing and Urban Development (HUD) on an annual basis. HOME funds are allocated to eligible State and local governments 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 HOME Program regulations, at 24 C.F.R. 92.300, the County as a participating jurisdiction in this Program, must allocate not less than 15% of its HOME funds to local non-profits designated as Community Housing Development Organizations (CHDO). DBCDC has been designated by DES a CHDO and is accordingly eligible to receive these funds.

Attachments:

- 1. Amendment No. 003 to an Agreement (R2010-1753) with Delray Beach CDC
- 2. Amendment No. 002 (R2012-1892) to an Agreement with Delray Beach CDC
- 3. Amendment No. 001 (R2011-1619) to an Agreement with Delray Beach CDC
- 4. Agreement (R2010-1753) with Delray Beach Community Development Corporation

Recommended By: Edward W. Sanchez 6/14/2013
Department Director Date

Approved By: Sharon R. [Signature] 6/19/13
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)	*				
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Is Item Included In Current Budget? Yes _____ No _____

Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

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

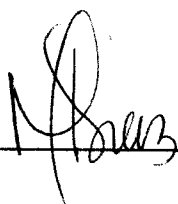
* No fiscal impact.

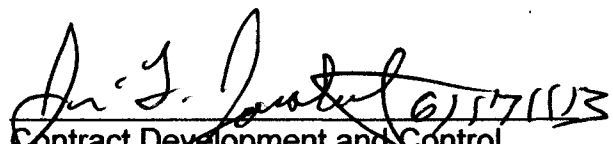
C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

OFMB  6/17/2013
6/4/2013
6/4/2013
6/4/2013


Contract Development and Control
6-17-13 / Bishnell

B. Legal Sufficiency:

 6/18/13
Chief Assistant County Attorney

C. Other Department Review:

Department Director

**AMENDMENT 003 TO THE AGREEMENT
WITH
DELRAY BEACH COMMUNITY DEVELOPMENT CORPORATION**

Amendment 003 entered into on _____, by and between Palm Beach County and Delray Beach Community Development Corporation.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2010-1753) with Delray Beach Community Development Corporation (CDC), on October 19, 2010, as amended by Amendment 001 (R2011-1619) on October 18, 2011, and Amendment 002 (R2012-1892) on December 18, 2012, to provide \$529,398.66 of Home Investment Partnership (HOME) funds for acquisition and rehabilitation of single family homes for occupancy by eligible households; and

WHEREAS, both parties wish to modify the Agreement, and

WHEREAS, both parties mutually agree that the original Agreement, as amended, is hereby further amended as follows:

A. PART III - SECTION 1 - MAXIMUM COMPENSATION

Replace "September 15, 2013" with "May 31, 2014".

B. PART III - SECTION 2 - TIME OF PERFORMANCE

Replace "September 15, 2013" with "May 31, 2014".

C. PART III - SECTION 3 - METHOD OF PAYMENT

Delete the contents of this Section and replace them with the following:

The County agrees to make payments and to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Agency or any subcontractors hereunder. The Agency shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Agency may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Agency shall be accompanied by a letter from the Agency, provided on the Agency's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Agency shall submit all reimbursement requests for payment made by the Agency during the term of this Agreement no later than May 31, 2014.

D. EXHIBIT A.1 - SECTION I.A - PROJECT SERVICES

Delete "two (2) HOME-assisted" from the first sentence of this Section and replace the deletion with "up to four (4) existing unoccupied or owner-occupied".

Add the following at the end of this Section:

1. Location of Properties: Properties acquired by the Agency in connection with this Agreement shall be located in Palm Beach County but may not be located within the municipal boundaries of the following municipalities:
 - a. City of Boca Raton
 - b. City of Boynton Beach
 - c. City of Delray Beach
 - d. City of West Palm Beach
 - e. Town of Jupiter
 - f. Village of Wellington
2. Maximum Per Unit Subsidy Amount: The total amount of HOME funds that an Agency may expend on a per-unit basis in connection with this Agreement may not exceed the per-unit dollar limitation established in 24 CFR 92.250.
3. Prohibition Against the Purchase of Certain Units: The Agency may not purchase any mobile homes nor any newly constructed housing units in connection with this Agreement.

E. EXHIBIT A.1 - SECTION I.B - ACQUIRED PROPERTIES AND SECURITY DOCUMENTS

This Section shall be re-titled as follows: "Acquisition of Properties and Security Documents".

Add the following at the end of this Section:

The Agency shall comply with the following requirements in connection with its acquisition of properties under this Agreement:

1. Property Inspection and Feasibility Determination: The Agency is encouraged to acquire properties needing the least amount of rehabilitation. The Agency shall utilize an "Inspector" (as described herein) to inspect each property to be acquired and rehabilitated in order to establish the extent of construction work necessary to bring the property into compliance with the herein described rehabilitation standards.

The Agency shall provide DES a copy of the Inspector's inspection report of the property which shall contain photographs and a detailed description and assessment of the condition of the property to be acquired as well as a detailed listing of the rehabilitation work needed to comply with the requirements of this Agreement and a cost estimate of such work.

The Agency shall use the anticipated cost of rehabilitation as well as the costs of complying with the requirements of this Agreement when assessing the feasibility of acquiring and rehabilitating the property. The Agency shall, at a minimum, take the cost of the following into account when establishing the feasibility of acquiring and rehabilitating the property:

- a. Property acquisition cost
- b. Rehabilitation construction costs
- c. Lead-based paint inspection and abatement costs
- d. Asbestos inspection and abatement cost
- e. Appraisal and survey costs
- f. Environmental review compliance costs
- g. Termite treatment (extermination of wood destroying organisms) costs
- h. Any other costs provided for herein

The Agency shall provide DES a written analysis showing how it has concluded that the acquisition and rehabilitation of each property to be funded under this Agreement is feasible. When determining the feasibility of acquiring and rehabilitating the property, the Agency shall consider the maximum per-unit subsidy amount provided herein.

2. Year Built: The Agency shall determine the "year built" for each property selected for acquisition. The source for the "year built" information shall be the Palm Beach County Property Appraiser's website address at <http://www.co.palm-beach.fl.us/papa/index.htm>. The Agency shall provide DES with a print out of the "year built" information obtained from this web address. Should the "year built" information not be available at this web address, then the Agency shall provide DES documentation evidencing the "year built" from the building department with jurisdiction over the property selected for acquisition, or from any other source acceptable to DES.

3. Environmental Review: The Agency shall complete an Environmental Review Checklist Request form, to be provided to the Agency by DES, for each property selected for acquisition and shall submit such form to DES. The Agency agrees to comply with the requirements of 24 CFR 92.352 relating to the completion of an environmental review for each property to be acquired under this Agreement. The Agency shall comply with all environmental review matters brought to its attention by DES as a precondition to proceeding with the acquisition/rehabilitation. The Agency understands that the County may, at its sole discretion, modify or cancel the intended acquisition as a result of such environmental review.

4. Lead-Based Paint: Each property selected by the Agency for acquisition/rehabilitation that was built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. An EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor shall perform a surface-by-surface investigation (of all interior and exterior painted, stained, varnished or shellacked surfaces, regardless of whether or not such surfaces will be disturbed in course of rehabilitation) in order to determine the presence of lead-based paint, and if found, shall perform a risk assessment. All activities undertaken by the Agency that are associated with lead-based paint, including but not limited to inspection, risk assessment, abatement, and clearance testing, shall comply with:
 - a. U.S. Department of Housing and Urban Development regulations (24 CFR 92.355).
 - b. U.S. Department of Housing and Urban Development regulations (24 CFR Part 35).
 - c. HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.
 - d. U.S. Environment Protection Agency regulations (40 CFR Part 745).
 - e. U.S. Environment Protection Agency regulations (40 CFR Part 61).

The Agency shall pay particular attention to the requirements at 24 CFR Part 35, Subpart K, in connection with the acquisition of residential properties, and to 24 CFR Part 35, Subpart J, in connection with the rehabilitation of residential properties.

The Agency shall provide DES a report containing the results of the inspection and risk assessment. The findings of the report shall be used by the Agency in assessing the feasibility of acquiring and rehabilitating the property.

The services of the lead-based paint inspector/risk assessor retained by the Agency shall be procured in accord with the requirements of this Agreement if the Agency wishes to be funded by the County for the cost of these services. It is the Agency's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services. Should DES have a contract for these services already in place, then the Agency may request DES to obtain these services for properties to be acquired. Costs incurred by DES for these services shall be charged to the budget made available under this Agreement.

NOTE: The Agency shall in connection with properties it has acquired under this Agreement, and according to applicable laws and regulations, disclose to renters and purchasers the presence of any lead-based paint present in such properties at the time of rental or purchase.

5. Asbestos Requirements: Each property selected by the Agency for acquisition/rehabilitation shall be inspected for the presence of asbestos containing materials. Inspections shall be performed by Florida licensed asbestos consultants. The Agency shall abate any asbestos containing materials found that will be disturbed in the process of rehabilitation as provided in this Agreement.

The Agency shall provide DES a copy of the report containing the results of the asbestos inspection. The findings of the report shall be used by the Agency in assessing the feasibility of acquiring and rehabilitating the property.

The services of the asbestos consultant retained by the Agency shall be procured in accord with the requirements of this Agreement if the Agency wishes to be funded by the County for the cost of these services. It is the Agency's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services. Should the County have a contract for these services already in place, then the Agency may request DES to obtain these services for properties to be acquired. Costs incurred by DES for these services shall be charged to the budget made available under this Agreement.

6. Termite Inspection Report: Each property selected by the Agency for acquisition/rehabilitation shall be inspected for the presence of termites and other wood destroying organisms. Inspections shall be performed by persons duly authorized to do so under Florida statutes. The Agency shall treat any termites and wood destroying organisms found at the property as that will be disturbed in the process of rehabilitation as provided in this Agreement.

The Agency shall provide DES a copy of the report containing the results of the termite inspection. The findings of the report shall be used by the Agency in assessing the feasibility of acquiring and rehabilitating the property.

The services of the termite inspector retained by the Agency shall be procured in accord with the requirements of this Agreement if the Agency wishes to be funded by the County for the cost of these services. It is the Agency's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services.

7. Property Appraisal: The current appraised market value of each property selected for acquisition shall be determined by means of an appraisal prepared by an independent licensed or certified Florida appraiser. Appraisals shall, at minimum, be prepared in conformance with established and generally recognized appraisal practice and procedures in common use by professional appraisers in Florida, and opinions of value must be based on the best available data properly analyzed and interpreted. The Agency shall provide DES copies of appraisals of properties selected for acquisition and obtain DES approval of the purchase price.

The services of the appraiser retained by the Agency shall be procured in accord with the requirements of this Agreement if the Agency wishes to be funded by the County for the cost of these services. It is the Agency's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services. Should DES have a contract for these services already in place, then the Agency may request DES to obtain these services for properties to be acquired. Costs incurred by DES for these services shall be charged to the budget made available under this Agreement.

8. URA Requirements: The Agency shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and its implementing regulations at 49 CFR Part 24. The acquisition of properties under this Agreement shall be voluntary acquisitions as defined by URA. The Agency shall provide each seller the General Information Notice and accompanying brochures as required by the URA a sample of which may be obtained by the Agency from DES. The Agency shall provide DES a copy of the aforesaid notice and accompanying brochures, and documentation evidencing the manner by which this notice was delivered and the date of delivery.
9. Purchase and Sale Agreement: The Agency shall enter into a purchase and sale agreement with the owner of each property selected for acquisition. The Agency, at its sole discretion, shall determine the appropriate time when to enter into such agreement such that it is able to meet the requirements of this Agreement. The Agency, is cautioned to include all the necessary conditions in such purchase and sale agreement that would allow it to withdraw from the agreement should it not be able to meet the requirements of this Agreement subsequent to entering into the purchase and sale agreement. At time of execution, the Agency shall provide DES with a copy of the executed purchase and sale agreement for each property to be acquired under this Agreement.

The release of HOME funds made available by the County through this Agreement, and the receipt of such funds by the Agency for the deposit required by the purchase and sale agreement shall be governed by the requirements in Section I.K of Exhibit A.1.

10. Request for Acquisition Funding: Upon completing the above, the Agency must request from DES the Property's Acquisition Funding (see below). As a precondition to closing, the Agency shall provide DES with a copy of the unsigned closing statement, an owner's title insurance policy commitment, a closing protection letter from the closing agent, and documentation evidencing that the Agency shall have the insurance coverages described in Section I.G of Exhibit A.1 in place for the property to be acquired on the closing date. As a condition for DES's release of acquisition funding, the Agency shall require the seller, at or before closing, to remedy title defects identified by DES that are revealed in said commitment, and the seller shall be responsible for any costs associated with perfecting the seller's title to the property.

For the purposes of this Agreement, the "Property's Acquisition Funding" shall consist of the balance of the purchase price of the property as approved by DES (that is the purchase price less the deposit amount) and any adjustments thereto (either upwards or downwards) resulting from the computation of closing costs, provided however, that the Property's Acquisition Funding shall not include any costs regarded by DES as not eligible for HOME funding.

The County shall, in response to the Agency's request for the Property's Acquisition Funding and the receipt of the above stated items, wire transfer the funds to the closing agent.

11. Acquisition Closing: After DES reviews the closing documents and provides approval to the closing agent to proceed, and after DES receives evidence of a successful closing, DES shall release the funds for the transaction to the closing agent via wire transfer for escrow and disbursement according to the closing statement. The Agency shall, at the closing, execute a Declaration of Restrictions in favor of the County, which document is provided as Exhibit H attached hereto. The Declaration of Restrictions shall be in first lien position.

The Agency shall cause the Declaration of Restrictions to be recorded in the public record of Palm Beach County along with the deed for the property. The Agency shall assure that recording fees for the Declaration of Restrictions are included in the closing statement. After the closing, the Agency shall provide the County with the following:

- a. A copy of the recorded deed
- b. A copy of the signed closing statement
- c. A copy of the title insurance policy
- d. The original recorded Declaration of Restriction
- e. Within 10 working days after the closing, a certificate of property, windstorm, and flood insurance as specified in Section I.G of Exhibit A.1.

The Agency hereby agrees to, on dates to be established by the County, cooperate with the County to amend the above described Declarations of Restrictions in order to update the covenants and restrictions contained therein as deemed necessary by the County.

The requirements of this Section shall survive the expiration of this Agreement.

F. EXHIBIT A.1 - SECTION I.F - PERFORMANCE BENCHMARKS

Delete Subsections I.F.1, I.F.2 and I.F.3 from this Section and replace them with the following Subsections:

1. Acquisition of Additional Properties: The Agency shall complete the acquisition of up to two (2) additional properties (that is, in addition to the herein described properties at 5642 Dewberry Way in West Palm Beach and at 5437 River Plantation Road in Lake Worth) no later than September 30, 2013.
2. Completion of Rehabilitation of First Two Properties: The Agency shall complete the rehabilitation of the herein described properties at 5642 Dewberry Way in West Palm Beach and at 5437 River Plantation Road in Lake Worth and shall have received a certificate of occupancy or a certificate of completion for the rehabilitation work from the building department with jurisdiction over these properties, no later than July 31, 2013.
3. Completion of Rehabilitation of Additional Properties: The Agency shall complete the rehabilitation of the additionally acquired properties and shall have received a certificate of occupancy or a certificate of completion for the rehabilitation work from the building department with jurisdiction over these properties, no later than February 28, 2014.
4. Expenditure of Funds: The Agency shall submit its requests for HOME funds in order to receive 100% of the \$505,774 allocated for property acquisition, rehabilitation, and other eligible costs specified herein no later than May 31, 2014.
5. Occupancy by Eligible Beneficiaries of First Two Properties: The Agency shall complete the occupancy of the herein described properties at 5642 Dewberry Way in West Palm Beach and at 5437 River Plantation Road in Lake Worth by eligible beneficiaries approved by the County no later than October 31, 2013.
6. Occupancy by Eligible Beneficiaries of Additional Properties: The Agency shall complete the occupancy of the additionally acquired properties by eligible beneficiaries approved by the County no later than March 31, 2014.

G. EXHIBIT A.1 - SECTION I.I - PROPERTY MANAGEMENT PLAN

Delete "both" from the first sentence of this Section and replace the deletion with "all".

H. EXHIBIT A.1 - SECTION I.K - REIMBURSEMENT REQUESTS

Re-title this Section "Release of Funds", and delete the contents of this Section and replace them with the following:

The Agency acknowledges and understands that all procurements of goods and services made by the Agency in connection with this Agreement shall comply with the requirements of Section 1.4.(4) of Part III of this Agreement. The Agency further acknowledges and understands that all subcontracts made pursuant to this Agreement shall be subject to the requirements of Sections 1.4.(3) and 1.4.(7) of Part III of this Agreement.

In order for the County to release funds made available through this Agreement, the Agency shall provide DES the documentation required by this Agreement in addition to the below:

1. For goods and services, utility hook-ups and deposits for the acquisition of properties:
The Agency may request the County for reimbursement of the following costs:
 - a. For goods and services procured by the Agency according to this Agreement:
The Agency may request reimbursement for the cost of goods and services upon the presentation to DES of invoices from the vendor(s) of such goods and services after such goods have been delivered to, and such services have been rendered to the Agency, upon the presentation of evidence of the Agency's payment for such goods and services, and provided the Agency has also complied with the requirements of Section 3 in Part III of this Agreement.
 - b. For utility hook-ups by utility providers to properties acquired by the Agency:
In order for the Agency to have utility providers turn on their services to properties already acquired by the Agency, the Agency may request reimbursement for such utility hook-up costs upon the presentation to DES of statements from such utility providers indicating the cost for their services for the subject properties, upon the presentation of evidence of the Agency's payment for such hook-up costs and provided the Agency has also complied with the requirements of Section 3 in Part III of this Agreement. The Agency may not, however, request funding for deposits required by such utility providers.
 - c. For deposits for the acquisition of properties by the Agency:
For each property to be acquired by the Agency, the Agency may request reimbursement for the deposit paid by the Agency upon the presentation to DES of an executed purchase and sale agreement for the property that shows the amount of the deposit, upon the presentation of evidence of the Agency's payment for such deposit and provided the Agency has also complied with the requirements of Section 3 in Part III of this Agreement.
2. For the acquisition of properties by the Agency: For each property to be acquired by the Agency, the Agency may request the County to release funds made available through this Agreement by wire transfer provided the Agency has complied with the requirements of Sections I.A and I.B of Exhibit A.1 of this Agreement and provided the Agency has also complied with the requirements of Section 3 in Part III of this Agreement.
3. For the reimbursement of operating costs: The Agency may request the County for reimbursement of operating expenses including salaries, wages and other employee compensation and benefits, employee education, training and travel, rent, utilities, communication costs, taxes, insurance, equipment and materials and supplies, by providing documentation to DES evidencing such costs and substantiating its expenditures for such operating expenses. The Agency shall also comply with the requirements of Section 3 in Part III of this Agreement.

I. EXHIBIT A.1 - SECTION I.L.3 - LEAD-BASED PAINT

In the first sentence of this Subsection insert "located at 5642 Dewberry Way in West Palm Beach and at 5437 River Plantation Road in Lake Worth as" between the word "units" and the word "referenced".

Add the following at the end of this Subsection:

In regard to the additional properties that the Agency intends to acquire (that is, in addition to the herein described properties at 5642 Dewberry Way in West Palm Beach and at 5437 River Plantation Road in Lake Worth), the Agency shall comply with the requirements of 24 CFR 92.355.

J. EXHIBIT A.1 - SECTION I.L.6 - ASBESTOS REQUIREMENTS

This Subsection shall be re-titled as follows: "Asbestos and Lead-Based Paint Requirements".

Add the following at the end of this Subsection:

If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence of lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:

- a. A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
- b. A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
- c. A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
- d. A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

The work write-up shall include items that achieve the remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve the remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard, as well as items that address the remediation of dust and soil lead hazards. Lead-based paint remediation shall be undertaken using the "abatement" method which shall be performed by appropriately certified persons.

The work write-up may also include items that achieve the remediation of surfaces which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Agency's option. The inclusion of such optional items may be intended to achieve a lead free house.

The items in the work write-up for abatement shall specify the scope of the hazard reduction activity, the compliance requirements, the qualifications to perform the work, and shall require an occupant protection plan, clearance testing, and an abatement report.

K. EXHIBIT A.1 - SECTION I.M.6 – SECOND MORTGAGE AND PROMISSORY NOTE

Delete Exhibit B and replace it with Exhibit B.1 attached hereto.

L. EXHIBIT A.1 - SECTION I.M.7 - CONVERSION TO RENTAL PROPERTY

Delete the contents of this Section and replace them with the following:

Any of the two (2) properties acquired to date by the Agency (that is 5642 Dewberry Way in West Palm Beach and at 5437 River Plantation Road in Lake Worth) that has not been sold by the Agency, and occupied by a purchaser approved by the County, by September 30, 2013, shall be leased or leased with an option to buy according to the rental and lease-purchase requirements herein by October 31, 2013.

Any of the additionally acquired properties by the Agency that has not been sold by the Agency, and occupied by a purchaser approved by the County, February 28, 2014, shall be leased or leased with an option to buy according to the rental and lease-purchase requirements herein by March 31, 2014.

M. EXHIBIT A.1 - SECTION I.N.5 - ASBESTOS

Delete the second sentence of this Section and replace it with the following:

Should the report indicate the presence of termites or other wood destroying organisms, then the Agency shall perform the appropriate treatment of the property and shall provide evidence of such treatment to DES.

N. EXHIBIT A.1 - SECTION II.A - THE COUNTY AGREES TO

Delete "Reimburse" from the first sentence of this Section and replace the deletion with "Release funds to", and delete "reimbursement" from the second sentence of this Section and replace the deletion with "funding by the County".

NOW THEREFORE, 1) all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) 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 BELOW)

**DELRAY BEACH COMMUNITY
DEVELOPMENT CORPORATION**

By: *Charles Broadnax*
Charles Broadnax, President

By: *Wm Sanders*
William Sanders, Executive Director

By: _____
Attorney for Agency
(Signature Optional)

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Steven L. Abrams, Mayor
Board of County Commissioners

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Tammy K. Fields
Chief Assistant County Attorney

By: *Sherry Howard*
Sherry Howard
Deputy Director

EXHIBIT H

Return to:
Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Attention: Carol Eaddy Langford
Prepared by: Tammy K. Fields,
Chief Assistant County Attorney

DECLARATION OF RESTRICTIONS

The undersigned, Delray Beach Community Development Corporation, a not-for-profit Corporation duly organized and existing under the laws of the State of Florida, having its principal office at 401 W. Atlantic Avenue, Suite 016, Delray Beach, FL 33444, (hereinafter referred to as Agency, which term as used in every instance herein shall include the Agency's successors and assigns), for the property described below, in consideration of funding in the amount of (\$ _____) received from the Palm Beach County Board of County Commissioners (the "County") does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, and described as:

Legal Description

Property Control Number:

Property Address:

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

2. In consideration of the County's funding for the purchase and rehabilitation of the Property, as provided through an Agreement with the County dated October 19, 2010, the Agency hereby covenants and agrees:
 - (a) To rehabilitate the Property upon its acquisition as specified in the Agreement.

 - (b) To, thereafter, rent, lease-purchase, or resell the Property to a HOME Eligible Household (as defined herein) approved by the County in accordance with the terms of the aforesaid Agreement, and:
 - (i) In the case of rental, to rent the Property for a period of at least fifteen (15) years from the date of completion of rehabilitation at rental rates in accordance with the terms of the Agreement.
 - (ii) In the case of lease-purchase, to lease the Property for a period not to exceed three (3) years from the date of completion of rehabilitation at rental rates in accordance with the terms of the Agreement and to resell the Property in accordance with the terms of the Agreement, and in the instance the resale cannot be accomplished within the aforesaid three (3) year period to rent the Property in accordance with 2(b)(i) above.
 - (iii) In the case of resale, to sell the Property within six (6) months from the date of completion of rehabilitation in accordance with the terms of the Agreement and in the instance the resale cannot be accomplished within the aforesaid six (6) months, to rent the Property in accordance with 2(b)(i) above.

 - (c) To maintain the Property in a state of repair pursuant to applicable housing and building codes.

 - (d) To maintain insurance on the Property as required in the Agreement.

 - (e) To comply with the program generated income requirements specified in the Agreement.

- (f) To maintain records and submit reports and audited statements as specified in the Agreement.
- (g) To comply with the provisions, terms, and conditions set forth herein and in the Agreement.

For the purpose of this Declaration of Restrictions, a HOME Eligible Household shall be defined as a household whose income is at or below eighty percent (80%) of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by the County in its sole discretion.

3. Should Agency change the use or planned use, or discontinue use, of the Property (including the beneficiaries of such use) from that for which the acquisition or improvements were made, or should the Agency not rent, lease-purchase, or resell the Property according to the provisions, terms, and conditions set forth herein and in the Agreement, then the Agency shall, within 30 days of written demand by the County, pay the County an amount equal to the entire amount expended by the County in connection with the acquisition and rehabilitation of the Property.

4. The Agency shall in connection with the lease or sale of the Property comply with all federal, state and local Fair Housing laws.

5. The Agency shall pay, or cause to be paid, all taxes due while the Property is in its possession and/or in the possession of the County Approved Homeowners, and the Agency shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part thereof, any lien superior to the lien of this Declaration of Restrictions, except with the County's prior written consent. The Agency shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Agency agrees to notify the County of any liens, judgments or pending foreclosure on the Property within five (5) working days of the receipt of said notice by Agency.

6. The Agency acknowledges and covenants that the provisions specified below constitute a default under this Declaration of Restrictions for which there may be a forfeiture of the Agency's title to the Property:

- (a) Failure of the Agency to perform any covenant, agreement, term, or condition contained herein or in the Agreement referenced in Section 2 above.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Agency of its determination that the Agency is in default of the terms of this Declaration of Restrictions, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration of Restrictions, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County, at its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Agency to the County in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the property which may be foreclosed if not discharged and satisfied within three (3) months of expenditure of such funds by the County. The County shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

7. If the Agency fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration of Restrictions, the County shall have the right to file in court of competent jurisdiction an action for:

- (a) Forfeiture of all the Agency's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration of Restrictions; and
- (b) Collection of due and unpaid real estate taxes, assessments, charges and penalties for which the Agency is obligated to pay, or cause to be paid.

In addition to any remedy set forth herein the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration of Restrictions shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The Agency shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration of Restrictions and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration of Restrictions shall not bar or breach any of the County's rights or remedies on any

subsequent default. Before the County shall pursue any of its rights or remedies under this Declaration of Restrictions, the County shall first give the Agency written notice of the default complained of which such notice shall be given to the Agency at their address shown above. The Agency shall then have ten (10) working days from the date such notice is given to cure or correct any default.

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

9. In the event of any litigation necessary to enforce the terms of this Declaration of Restrictions, the Agency agrees to reimburse the County for attorneys' fees and costs associated with litigation.

10. The Agency shall cause this Declaration of Restrictions to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Agency shall provide it to the Director of Department of Economic Sustainability Department, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this _____ day of _____, 20____.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Delray Beach Community Development Corporation

Witness Name: _____ Witness Signature: X _____
Witness Name: _____ Witness Signature: X _____

By: Charles Broadnax, President Signature: X _____

(CORPORATE SEAL BELOW)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this _____ day of _____, 20____, by Charles Broadnax as President of Delray Beach Community Development Corporation, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Signature: _____

Notary Name: _____
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

EXHIBIT B.1

Return to:

Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Attention: Carol Eaddy Langford
Prepared by: Tammy K. Fields,
Chief Assistant County Attorney

SECOND MORTGAGE
(HOME PROGRAM)

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

THIS MORTGAGE executed on _____, by _____ whose
address is _____, hereinafter the "Mortgagor", to Palm Beach County,
whose address is 301 North Olive Ave., West Palm Beach, Florida 33401, hereinafter the
"Mortgagee". (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.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the
aggregate sum named in the Promissory Note of even date herewith, a copy of which is attached
hereto as Attachment A, 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, hereinafter the "Property", viz:

Legal Description

Property Control Number:

Property Address:

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 to 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 sum named in
the Promissory Note 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, terminate 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 Promissory 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 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 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 Property, (a) may divert funds which would otherwise be used to pay the Promissory 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; (c) could detract from the value of the 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 Property; and (d) require the Mortgagor to have housing expenses which exceed the guidelines for affordability under the Mortgagee's 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 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 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 any time of any of the following events shall be deemed to be an unpermitted transfer of title to the 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 Property within **fifteen (15) years** of the date of this Mortgage 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 Promissory 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 Promissory 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 Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain mortgage from Mortgagor to _____, hereinafter the "First Lender", dated _____, and recorded in Official Records Book _____, at Page _____, of the Public Records of Palm Beach County, Florida, hereinafter the "First Mortgage", securing that certain note having an original principal face amount of _____ and 00/100 Dollars (\$_____), dated _____, hereinafter the "First Note", made by Mortgagor and payable to the First Lender.

If any provision of the Promissory Note or this 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 Mortgagor'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 Mortgagor or a related entity or person to the Mortgagor), 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 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 \$ _____ 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 Name: _____ Witness Signature: _____ X _____
Witness Name: _____ Witness Signature: _____ X _____

By: _____ Signature: _____ X _____
By: _____ Signature: _____ X _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Signature: _____

Notary Name: _____
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

ATTACHMENT A

PROMISSORY NOTE
(HOME PROGRAM)

Amount: \$ _____

Date: _____

Property Address: _____

Place: Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Palm Beach County, Florida, (herein the "County"), acting by and through its Board of County Commissioners, the remaining balance on the principal sum of _____ and 00/100 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 Promissory Note, from the undersigned, (herein the "Maker"), signing this Promissory 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 County.

Upon the sale, transfer, conveyance or alienation of any part or all of the mortgaged property within fifteen (15) years of the date of this note, 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 the County to be credited towards the total amount due under this Promissory Note.

The undersigned reserve(s) the right to prepay at any time all or any part of the principal amount of this Promissory 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 of _____ and 00/100 Dollars (\$ _____), dated _____, hereinafter the "First Note", made by the Maker payable to _____, hereinafter the "First Lender", and secured by that certain mortgage from the Maker to the First Lender, dated _____, and recorded in Official Records Book _____, at Page _____, of the Public Records of Palm Beach County, Florida, hereinafter the "First Mortgage".

The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies 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 Maker's 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 Promissory Note or in said Mortgage, then the entire unpaid principal amount of this Promissory Note, together with accrued interest computed **at a rate of eight percent (8%) 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 Promissory Note be reduced to judgment, such judgment shall bear the statutory interest due on judgments, but not to exceed eight percent (8%) per annum.

Fifteen (15) years from the date of this Promissory Note, if the following two conditions have been met, the entire Promissory Note will be deemed satisfied and the Maker shall have no further obligation to the County under this Promissory 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 Promissory 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 Promissory 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 PROMISSORY 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 Promissory Note.

This Promissory Note has been duly executed by the undersigned on the date first above written.

Name: _____

Signature: _____

Name: _____

Signature: _____

R2012, 18 92

AMENDMENT 002 TO THE AGREEMENT
WITH
DELRAY BEACH COMMUNITY DEVELOPMENT CORPORATION

Amendment 002 entered into on DEC 18 2012, by and between Palm Beach County and Delray Beach Community Development Corporation.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2010-1753) with Delray Beach Community Development Corporation (CDC), on October 19, 2010, as amended by Amendment 001 (R2011-1619) on October 18, 2011, to provide \$397,049 of Home Investment Partnership (HOME) funds for acquisition and rehabilitation of single family homes for resale to eligible homebuyers; and

WHEREAS, both parties wish to modify the Agreement to increase the allocation of funding by \$132,349.66 and also to allow the Agency to rent or lease-purchase homes to eligible households, and

WHEREAS, both parties mutually agree that the original Agreement, as amended, is hereby further amended as follows:

A. **PART I – SECTION 1 – DEFINITIONS**

The Parties recognize that the County has changed the name of Palm Beach County Housing and Community Development to Palm Beach County Department of Economic Sustainability. Accordingly, the term "HCD" as it appears in the Agreement and Amendment 001, is hereby deleted and replaced with the term "DES", which shall mean Palm Beach County Department of Economic Sustainability.

B. **PART III – SECTION 1 – MAXIMUM COMPENSATION**

Replace "\$397,049" with "\$529,398.66"; and
Replace "December 31, 2012" with "September 15, 2013".

C. **PART III – SECTION 2 – TIME OF PERFORMANCE**

Replace "December 31, 2012" with "September 15, 2013".

D. **PART III – SECTION 4(8) - PROGRAM – GENERATED INCOME**

Delete the contents of this Section and replace it with the following:

"All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder for properties acquired by the Agency for **rental and lease purchase** occupancy, must be reported annually and returned to DES at the end of the Agency's fiscal year, and every year thereafter. The audited financial statements shall be provided to DES annually, and must be received no later than February 1.

For properties acquired by the Agency that are **sold**, the program income must be reported and returned to DES within 30 days of the closing of the sale.

In all cases, accounting and disbursement of program income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. DES must verify and approve the eligibility and reasonableness of all expenses which the Agency requests to be deducted from gross revenues in the calculation of program income.

The Agency may request that program income be used by the Agency to fund other HOME/CHDO eligible activities, subject to DES approval, and provided that the Agency is in compliance with its obligations as contained within this Agreement (including its Exhibits). Upon DES approval of this request, the Agency shall use

such program income to fund HOME/CHDO eligible activities, as defined in HOME regulations and subsequent applicable HUD regulation. The Agency agrees that the provisions of this Agreement shall also apply to these HOME/CHDO eligible activities as funded with the Agency's program income.

The requirements of this section shall survive the expiration of this Agreement.”

E. **PART IV – SECTION 1 – OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE**

Delete the words “financial status” from this section.

F. **PART IV – SECTION 22 – PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Delete the contents of this Section and replace it with the following:

“Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General’s authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.”

G. **PART IV – SECTION 23 – EXCLUSION OF THIRD PARTY BENEFICIARIES**

Add Section 23 to PART IV of the Agreement as follows:

23. **Exclusion of Third Party Beneficiaries**

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

H. **EXHIBIT A – WORK PROGRAM NARRATIVE**

Delete Exhibit A and replace it with Exhibit A.1, as attached hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

NOW THEREFORE, 1) all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) 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 BELOW)

DELRAY BEACH COMMUNITY DEVELOPMENT CORPORATION

By: William Sanders
William Sanders, Executive Director

By: _____
Attorney for Agency
(Signature Optional)

(COUNTY SEAL BELOW)

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

By: Steven L. Abrams
Chair Steven L. Abrams
Board of County Commissioners

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: Margaret Powell
Deputy Clerk

Document No. R 2012 18 92

DEC 18 2012

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: Tammy K. Fields
Tammy K. Fields
Chief Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

EXHIBIT A.1

WORK PROGRAM NARRATIVE

DELRAY 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 DES to purchase and rehabilitate (if applicable) two (2) HOME-assisted single family properties located within the HOME Program jurisdiction target area which shall be sold, lease-purchased, or rented to an eligible beneficiary, whose household income does not exceed eighty percent (80%) of the Area Median Income (hereinafter "AMI"). AMI shall mean the most current area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area. The HOME assistance will further the objectives of the CHDO set-aside per 92.300 (a)(1). As a part of the CHDO set-aside requirements, the Agency shall act as developer, sponsor, and/or owner of the housing to be provided

B. ACQUIRED PROPERTIES AND SECURITY DOCUMENTS: The Agency has received funding under this Agreement to acquire the properties located at 5642 Dewberry Way, West Palm Beach, Florida (00-42-41-11-22-013-0110) and at 5437 River Plantation Road, Lake Worth, Florida (00-42-44-35-06-000-0700). The Agency has executed a Declaration of Restrictions and Mortgage Deed in connection with its acquisition of each of the aforesaid properties. Each Declaration of Restrictions and Mortgage Deed secures the amount funded by the County for acquisition of its respective property and establishes certain obligations by the Agency in exchange for such funding. The Parties anticipate additional expenditures by the County for other eligible costs described in this Agreement including, but not limited to, the costs of rehabilitating both properties. The Agency hereby agrees to, on a date to be established by the County, cooperate with the County to amend both Declarations of Restrictions and Mortgage Deeds in order to adjust the secured amount such that the aforesaid additional expenditures are secured, such that the term of each Declaration of Restrictions and Mortgage Deeds are modified to become consistent with the affordability period required herein, and such that the covenants of each Declaration of Restrictions and Mortgage Deed are modified to become consistent with the requirements of this Agreement.

C. PROJECT MANAGER: The Agency shall maintain an office in the Agency's target area and maintain a Project Manager to supervise the development of the HOME-assisted housing and to carry out development tasks, which include but are not limited to the following:

- Negotiate sales with property owners
- Secure property appraisals, environmental clearances, surveys, and inspections
- Assemble a development team and coordinate project meetings
- Secure loan and other grant financing for the development of the project
- Prepare Request for Bids and select general contractor
- Coordinate rehabilitation activities and oversee work of contractors and subcontractors
- Assist in coordinating bank inspections
- Obtain final survey, and other duties as necessary

D. AGENCY STAFF: In addition to the Project Manager, the Agency shall retain appropriate staff that will identify and process prospective income eligible homebuyers for the purchase of the HOME-assisted housing through the following activities:

- Identify and pre-qualify prospective homebuyers for loan and subsidy processing
- Conduct credit counseling and homebuyer education related to subsidy
- Assist prospective homebuyers to identify and apply for first mortgage and subsidy financing
- Secure HOME and any other subsidy financing that may be applicable
- Prepare mortgage documents related to subsidies and transfer of HOME subsidies to homebuyer
- Facilitate recording of applicable HOME mortgage liens
- Serve as liaison between the homebuyer 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

The CHDO project related activities will be documented by each staff person whether activities are indirect or direct services.

E. REPORTS: The Agency shall submit to DES the required Quarterly Detailed Narrative Reports in the form provided as Exhibit F. Reports will include information on the progress (phases of rehabilitation or purchase of land) of the housing projects. The Detailed Narrative Reports will include constraints, program revisions, and goal comparisons. Each report must account for the total activity for which the Agency is funded under this Agreement. The progress reports shall be used by DES to assess the Agency's progress in implementing the project.

F. PERFORMANCE BENCHMARKS:

1. Completion of Rehabilitation: The Agency shall complete the rehabilitation of both properties reference herein, and shall have received a certificate of occupancy or a certificate of completion for the rehabilitation work from the building department with jurisdiction over these properties, no later than March 15, 2013.
2. Expenditure of Funds: The Agency shall submit its reimbursement requests in order to receive 100% of the \$511,567.66 allocated for property acquisition, rehabilitation, and other eligible costs specified herein no later than March 31, 2013.
3. Occupancy by Eligible Beneficiaries: The Agency shall complete the occupancy of both properties referenced herein by eligible beneficiaries approved by the County no later than September 15, 2013.

This Agreement may be amended to decrease and/or recapture funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DES.

The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future grant awards.

The Agency further agrees that DES, in consultation with any parties it deems necessary shall be the final arbiter of the Agency's compliance with the above.

- G. INSURANCE REQUIREMENTS:** For each of the properties acquired by the Agency in connection with this Agreement, the Agency shall, for as long as the Agency owns such properties, agree to maintain: (1) Property insurance written on a replacement cost basis in an amount not less than 100% of the replacement cost of the Agency's building(s) and contents, including Betterments and Improvements made by the Agency on such acquired properties. Coverage shall be written on a replacement cost basis and include an endorsement for Ordinance & Law coverage; (2) Flood insurance, regardless of the flood zone, in an amount not less than 100% of the actual cash value of Agency building(s) and contents, including Betterments and Improvements made by the Agency on such acquired properties; or the maximum amount available from the National Flood Insurance Program, whichever is less; and (3) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than 100% of the actual cash value of Agency building(s) and contents, including Betterments and Improvements made by the Agency on such acquired properties, located on the Premises; or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. The Agency shall agree to be fully responsible for any deductible or self-insured retention, and to provide these coverages on a primary basis.

The Agency shall, within ten (10) days of its acquisition of such properties, provide the County a certificate(s) of insurance evidencing that it maintains the above described insurance coverages in full force and effect. Thereafter, for as long as the Agency owns such properties, the Agency shall provide the County a certificate(s) of insurance upon renewal or reduction of any required insurance. In addition, the Agency agrees, for as long as the Agency owns such properties, to notify the County of any cancellation, material change, or non-renewal of coverage that takes place.

The requirements of this Section shall survive the expiration of this Agreement.

- H. AFFIRMATIVE MARKETING:** The Agency shall assist the County in carrying out its affirmative marketing requirements, as described in Exhibit C.
- I. PROPERTY MANAGEMENT PLAN:** The Agency shall develop, implement, and monitor property management procedures for both properties acquired with HOME funds.
- J. GENERAL MAINTENANCE REQUIREMENTS:** The Agency shall, for as long as the Agency owns the herein identified properties, maintain the properties (and all grounds, sidewalks, roads, parking and landscape areas which the Agency is otherwise required to maintain) in good condition and repair; shall manage the properties in a businesslike manner; shall prudently preserve and protect its own as well as the County's interests in connection with the properties; shall not commit or permit any waste or deterioration of the properties (except for normal wear and tear); shall not abandon any portion of the properties or leave the properties unguarded or unprotected; and shall not otherwise act, or fail to act, in such a way as to unreasonably increase the risk of any damage to the properties or any other impairment of the County's interests in the property under this Agreement.

- K. REIMBURSEMENT REQUESTS:** The Agency shall submit applicable documentation including copies of draw requests, invoices, receipts, and checks along with County approved forms to substantiate HOME disbursements.

Submit reimbursement requests for operating expenses including salaries, wages and other employee compensation and benefits, employee education, training and travel, rent, utilities, communication costs, taxes, insurance, equipment and materials and supplies, and provide satisfactory documentation to DES in order to substantiate all operating expenses.

L. REHABILITATION REQUIREMENTS:

1. Inspector Services: The Agency shall, in connection with the acquisition of properties through this Agreement, have determined that rehabilitation of such properties is feasible. To undertaking the rehabilitation process described herein, the Agency shall utilize an "Inspector" in connection with this Agreement. The Inspector shall either be a qualified employee of the Agency, or be a qualified consultant under contract with the Agency. If the Agency utilizes an employee, the Agency shall pay for the costs of such employee. The Inspector shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Inspector shall at minimum perform inspections of residential structures for compliance with housing and building codes, determine the feasibility of undertaking rehabilitation, prepare construction specifications and cost estimates, review construction bids, inspect rehabilitation construction work in progress, and review and approve contractor payment requests. The Inspector shall be able to maintain inspection records and reports, prepare change orders, initiate various notification letters and conduct necessary correspondence.

If the Agency utilizes an employee as an Inspector, the Agency shall pay for the costs of such employee. Otherwise, the services of the Inspector retained by the Agency shall be procured in accord with the requirements of this Agreement if the Agency wishes to be reimbursed by the County for the cost of these services. It is the Agency's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services.

2. Year Built: The Agency shall establish the "year built" for each property to be rehabilitated. The source for the "year built" information shall be the Palm Beach County Property Appraiser web address at <http://www.co.palm-beach.fl.us/papa/index.htm>. Should the "year built" information not be available at this web address, then the Agency shall provide DES documentation evidencing the "year built" from the building department with jurisdiction over the property, or from any other source acceptable to DES.
3. Lead-Based Paint: The Parties acknowledge that both dwelling units referenced herein were built on or after January 1, 1978. As such, the rehabilitation of these properties shall not be affected by HOME regulations pertaining to lead-based paint.
4. Asbestos Inspections: The Agency shall inspect each property to be rehabilitated for asbestos containing materials. Inspections shall be performed by Florida licensed asbestos consultants. The Agency shall abate any asbestos containing materials, if found, that will be disturbed in the process of rehabilitation as further addressed in this Agreement. The Agency shall provide DES a copy of the report containing the results of the asbestos inspection.

Section 3 Clause

- i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - v) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - vi) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
8. DES Bid Solicitation Approval: The Agency shall submit the bid documents for the rehabilitation of each property to DES for review and approval prior to soliciting pricing from contractors. The Agency shall also obtain DES approval for all bid addenda to be issued to bidders by the Agency.
9. Termite Treatment: The bidding process shall also include obtaining bids for treatment of termites and other wood destroying organisms (extermination) where such infestation is found at properties to be rehabilitated in connection with this Agreement.

The services of companies licensed in Florida to treat such termites shall be procured by the Agency in accord with the requirements of this Agreement if the Agency wishes to be reimbursed by the County for the cost of these services. It is the Agency's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services.

10. Construction Contract Award Approval: The Agency shall request DES's approval to award the rehabilitation construction contract to the successful contractor. The Agency's request shall contain the following:

- a) Provide a bid summary sheet,
- b) Identify the entity to whom you recommend contract award,
- c) State the contract amount that you recommend,
- d) State whether any bids were rejected and why,
- e) State whether any bid protests were filed and how such protests were addressed (for formal bids),
- f) Provide a copy of the recommended contractor's bid bond (when applicable),
- g) Provide a copy of your newspaper advertisement (when applicable), and
- h) Provide a copy of the forms included in our "Requirements for Federally Funded Projects" fully executed by the recommended contractor (Certification of Non-Segregated facilities, Certification of Eligibility of General Contractor, Non-Collusion Affidavit of Prime Bidder, Anti-kickback Affidavit).

Upon receipt of DES approval to award a construction contract, the Agency shall enter into a contract with the approved contractor in the amount approved by DES. In addition, the Agency shall obtain DES approval before executing any change orders to the construction contract.

11. Rehabilitation Construction: The Inspector shall inspect the work in progress being performed by the contractor and review and approve all construction draws made against the contract. Throughout the term of the construction contract, the Agency shall ensure that retainage is withheld upon each progress draw at the maximum percentage allowed by Florida law. The accumulated retainage amount shall only be released in conjunction with (1) final payment to the contractor upon satisfactory completion of the project, (2) satisfactory submission of all necessary project closeout documentation from the contractor(s), and (3) approval by DES has provided written approval that all necessary documents for project closeout have been received and approved.

Additionally, upon completion of the work, the Agency shall ensure that all work by the contractor and subcontractors has been approved by the building department with jurisdiction over the project, and that the necessary permit approvals have been obtained.

The final payment shall be subject to the Agency's receipt of the following from the contractor:

- a) Original building permits with Bldg. Dept. final approval, and Certificate of Completion or Certificate of Occupancy.
- b) Original contractor's roof nailing affidavit.
- c) Original contractor's warranty showing the final inspection date/warranty start date.
- d) Original contractor's release of lien (with all subcontractors listed).
- e) Original subcontractors' releases of lien for subcontractors with Notices to Owner.
- f) Original abatement report for projects with asbestos abatement.
- g) Required product approvals.
- h) Manufacturers' warranties for equipment and appliances.

The Agency shall pay the contractor for completed work contained in the construction contract, as approved by DES, and request DES for reimbursement of such costs. The Agency shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Agency shall only request

reimbursement for materials and equipment that have been installed. The County shall reimburse the Agency for such costs as provided in this Agreement.

In connection with the first draw for each construction contract that is requested for reimbursement, the Agency shall provide the following:

- a) A copy of the executed construction contract.
- b) A copy of the contractor's payment request approved by the Inspector which shows the work items approved for payment and their costs, and which provides an accounting of the contract amount, approved contingency allowances, retainages, payments to date, deductions and a computation of the approved payment.
- c) A copy of the check tendered in payment by the Agency.
- d) A reimbursement request letter a letter from the Agency, provided on the Agency's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the Agency's representative who is authorized to submit reimbursement requests.

In connection with interim draws for each construction contract that are requested for reimbursement, the Agency shall provide the following:

- a) A copy of the contractor's payment request as specified above.
- b) A copy of the check tendered in payment by the Agency.
- c) A reimbursement request letter as described above.

In connection with the final draw for each construction contract that is requested for reimbursement, the Agency shall provide the following:

- a) A copy of the contractor's roof nailing affidavit.
- b) A copy of the contractor's release of lien.
- c) A copy of the asbestos abatement report(s).
- d) A copy of the contractor's payment request as specified above.
- e) A copy of the check tendered in payment by the Agency.
- f) A reimbursement request letter as described above.

Extermination, if necessary, shall be carried out after completion of construction. The Agency shall inspect the extermination work and review and approve the payment for such services. The Agency shall pay for the completed extermination work that is contained in the contract for exterminating services and request DES for reimbursement of such costs. The County shall reimburse the Agency for such costs as provided in this Agreement.

Furthermore, in connection with the extermination services that are requested for reimbursement, the Agency shall provide the following:

- a) A copy of the executed contract for exterminating services.
- b) A copy of the company's invoice.
- c) A copy of the check tendered in payment by the Agency.
- d) A reimbursement request letter as described above.

12. Right of Access: For purposes of assuring compliance with this Agreement, representatives from DES and the County shall have the right of access to the property, without charges or fees, at normal construction hours during the period of rehabilitation. The right of access purposes may include, but are not limited to, inspection of the work being performed, compliance by Agency of all safety rules, and Agency's compliance with all other terms of this Agreement.

13. Environmental Indemnification by the Agency: The Agency agrees to defend, indemnify and hold harmless the County and its officers, directors, employees and agents from and against any and all obligations (including removal and remediation), losses, claims (including third-party claims), suits, judgments, liabilities, penalties, damages (including consequential and punitive), costs and expenses (including consultants, and attorneys' fees) of whatever kind or nature whatsoever that may at any time be incurred by, imposed on, or asserted against the aforementioned County, directly or indirectly, based on, or arising or resulting from the actual or alleged presence of hazardous materials on the property.

The Agency further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Agency's compliance with the above.

M. RESALE OF PROPERTIES FOR HOMEOWNERSHIP

1. The Resale Price and DES Approval: All properties acquired by the Agency through this Agreement that are to be resold by the Agency at any time after their acquisition shall be resold at the below described Resale Price. The Resale Price shall be the lesser of the appraised value of the property as determined in connection with the resale transaction, or the sum of HOME funds expended by DES on such property through this Agreement. The Agency shall obtain DES approval of the Resale Price of each property acquired by the Agency for resale.
2. Eligible Households, Income Verification, and Affordability: The Agency may only sell properties acquired by the Agency through this Agreement to purchasers whose household incomes, adjusted by family size, are at no more than eighty percent (80%) of AMI at the time these properties are sold.

The Agency shall income-certify each prospective purchaser of each property intended for resale in order to determine that the purchaser's household meets the above income eligibility requirements, subject to DES approval. The Agency shall certify the income qualification by submitting to DES all income information collected from the prospective purchaser, and shall use the HUD Part 5 method (24 CFR 5.609) to determine income qualification. Upon request, DES shall provide a template for income calculation worksheet based on Part 5 definitions of determining income.

DES approved income certifications of prospective purchasers shall be valid for a six (6) month period after which the Agency shall be required to obtain an updated income certification for prospective purchasers who have not completed their purchase. Updated income certifications shall be submitted to DES for approval.

The Agency shall also determine whether the financial obligations that will result from the proposed purchase will be affordable to such prospective purchaser. Affordability shall be regarded as being achieved if no more than thirty-five percent (35%) of the prospective purchaser's gross household income will be expended at the time of occupancy on the sum of the mortgage principal and interest, real estate taxes, property insurance, and homeowner association fees. The Agency shall obtain DES approval of the affordability analysis it has performed for each prospective purchaser.

3. Guidance and First Mortgage Source and Amount: The Agency shall provide guidance and information to prospective purchasers regarding the financial arrangements of the intended purchase transaction and regarding the ownership structure proposed for these properties, and shall assist such prospective homeowners in seeking first mortgage financing for the purchase of these properties. Prospective purchasers may only obtain first

mortgage financing from an institutional lender or from a public agency. The amount of the first mortgage to be borrowed by purchasers shall be subject to DES approval and shall be such that it maximizes the debt burden on the prospective purchaser having taken into account the prospective purchaser's credit worthiness and debt capacity.

4. Mandatory Counseling: Prior to closing, each prospective purchaser shall attend eight (8) hours of housing counseling classes given by a HUD-certified counseling agency identified by DES. As a pre-condition for authorization to closing, the prospective purchaser must obtain a certificate evidencing that the prospective purchaser has successfully completed such classes. A copy of such certificate shall be provided to DES, and shall clearly state that it has been issued by the HUD-certified counseling agency.
5. Closing Statement: In order to assure that the above specified resale requirements have been met, the Agency shall, prior to the closing for each such property, provide the closing statement to DES for approval. The Agency shall not proceed with closing unless DES has approved the closing statement for each sale.
6. Second Mortgage and Promissory Note: The Agency shall, at the closing, cause each DES approved prospective purchaser to execute a Second Mortgage and Promissory Note in favor of the County, included herein as Exhibit B. In exchange for the receipt of said Second Mortgage and Promissory Note the County shall release the Declaration of Restrictions and any other security documents in favor of the County executed by the Agency in connection with its acquisition of the property. The execution and delivery of releases of the Declarations of Restrictions and of said other security documents is hereby delegated to the County Administrator, or his designee, and shall not require any further action by the Palm Beach County Board of County Commissioners. The Agency shall cause the recording of these releases and the Second Mortgage and Promissory Note in the public records of Palm Beach County, and thereafter cause the original Second Mortgage and Promissory Note to be provided to the County. The Second Mortgage and Promissory Note shall be subordinate to the instrument securing the first mortgage financing.

The amount to be secured by the Second Mortgage and Promissory Note shall be computed by subtracting the amount of the first mortgage and the amount of the purchaser's contribution to the purchase transaction from the Resale Price.

7. Conversion to Rental Property: Each property acquired by the Agency hereunder that has not been sold by the Agency, and occupied by a purchaser approved by the County, by September 15, 2013, shall within thirty (30) after said date be leased or leased, with an option to buy, according to the rental and lease-purchase requirements herein.

The requirements of this Section shall survive the expiration of this Agreement.

N. REQUIREMENTS FOR RENTAL PROPERTIES:

1. Rental Rates and Affordable Period: All properties acquired by the Agency through this Agreement that are to be leased by the Agency shall, for a period of at least fifteen (15) years from the date of completion of rehabilitation, be leased at a rate such that the tenant's payment is no more than the High HOME Rent Limit in effect at the time the lease is executed less any tenant paid utilities using the then current local utility allowance in the Section 8 Existing Housing Allowances for Tenant-Furnished Utilities and Other Services as published by HUD. The High HOME Rent Limit, by bedroom size, shall be as published by HUD, from time to time, for the West

Palm Beach- Boca Raton HUD Metro FMR Area pursuant to 24 CFR 92.252.

All properties acquired by the Agency through this Agreement that are to be leased by the Agency shall, for a period of at least fifteen (15) years from the date of completion of rehabilitation, be leased by the Agency to households whose incomes, adjusted by family size, are at no more than eighty percent (80%) of AMI at any time new tenants occupy these properties, and annually thereafter to ensure continued income eligibility as further described herein.

The Agency shall request DES for a chart showing the applicable income limits. The Agency shall obtain DES approval of each tenant prior to leasing the properties it has acquired through this Agreement. Tenants in HOME assisted units whose incomes no longer meet federal income guidelines shall have their rents adjusted in accordance with federal HOME guidelines. HOME assisted units continue to qualify as affordable housing despite temporary non-compliance caused by increases in the incomes of existing tenants if actions consistent with HUD regulations are being taken to ensure that all vacancies are filled in accordance with affordability requirements until the non-compliance is corrected.

Properties that are leased by the Agency shall be leased on a continuous basis without interruption in occupancy exceeding thirty (30) days while the Agency performs maintenance and repairs or completes arrangements to enable occupancy by new tenants.

2. Repair & Replacement Reserve Account: The Agency must establish, or cause to be established, a segregated interest-bearing replacement reserve depository account ("Repair & Replacement Reserve Account") for HOME assisted rental units. The Agency must make monthly deposits totaling no less than 2.5% of each monthly rental payment into the Repair & Replacement Reserve in accordance with Agency's Operating Budget. The Agency may withdraw funds from the Repair & Replacement Reserve Account solely to fund capital improvements for the HOME assisted rental property, such as replacing or repairing structural elements, fixtures or equipment of the HOME Project that are reasonably required to preserve the project. The Agency may not withdraw funds from the Repair & Replacement Reserve Account for any other purpose without the prior written approval of the County. If the property is sold, any funds remaining within this account shall be returned to DES at the time of closing.
3. Background Check, Tenant Selection, and Lease Requirements: The Agency shall conduct a criminal and credit background check on all adult members of households prior to occupancy.

The Agency shall comply with the following tenant selection and lease requirements:

- a. The Agency shall adopt, and submit to the County for review, written tenant selection policies and criteria that:
 - Are consistent with the purpose of providing housing to families at the income levels specified herein;
 - Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
 - Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - Give prompt written notification to any rejected applicant of the grounds for any rejection.
- b. The Agency shall submit a copy of its proposed Lease Agreement for approval by DES. In the event that future material revisions may occur, Agency shall submit an updated Lease Agreement for approval (which

shall not be unreasonably withheld or delayed) as revisions occur.

- c. The lease between a tenant and the Agency must be for not less than one (1) year, unless by mutual agreement between the tenant and the Agency.
- d. The Agency shall utilize leases which require parents to be held legally and financially liable for the acts of their children in the apartment complex, and which allow management to terminate the lease where a household member is engaged in illegal or criminal activity or where a household member is engaged in anti-social behavior which denies the project or area residents the right to quiet and peaceful enjoyment of their homes or businesses.
- e. The Agency may not terminate the tenancy or refuse to renew the lease of a tenant at a HOME assisted unit, except for serious or repeated violation of the terms and conditions of the lease; violation of applicable Federal, State, or local law; or for other good cause. To terminate or refuse to renew tenancy, the Agency must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of tenancy unless such delay would cause substantial potential harm to the other tenants of the project or the Agency.
- f. The Agency is prohibited, from including any of the following lease terms in the Lease Agreement of HOME assisted units:
 - i) Agreement to be Sued: Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Agency in a lawsuit brought in connection with the lease;
 - ii) Treatment of Property: Agreement by the tenant that the Agency may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Agency may dispose of this personal property in accordance with State law;
 - iii) Excusing Agency from Responsibility: Agreement by the tenant not to hold the Agency or the Agency's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - iv) Waiver of Notice: Agreement of the tenant that the Agency may institute a lawsuit without notice to the tenant;
 - iv) Waiver of Legal Proceedings: Agreement by the tenant that the Agency may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - v) Waiver of a Jury Trial: Agreement by the tenant to waive any right to a trial by jury;
 - vi) Waiver of Right to Appeal Court Decision: Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - vii) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome: Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Agency against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

4. Leases to be Maintained: The Agency shall, for each household that is leased a HOME assisted unit, maintain a file that, at minimum, contains the following:
 - a) An application for lease, signed and dated by the applicant(s), identifying the household members that intend to occupy the dwelling, the household characteristics, and the household income they have disclosed;
 - b) At the time a HOME assisted unit is first occupied, and thereafter, at any time new tenants occupy a HOME assisted unit, source documentation evidencing the Agency's verification of the applicant's household income and a computation sheet demonstrating the Agency's determination of the applicant's income eligibility to occupy the unit. In addition, source documentation evidencing the Agency's annual re-verification of the tenant's household income and a computation sheet demonstrating the Agency's determination of the tenant's income eligibility to continue occupancy of the unit. Household income computation shall follow the HUD Part 5 method (24 CFR 5.609);
 - c) A copy of the HUD income levels in effect at the time the initial lease and lease renewals are signed;
 - d) A computation sheet and supporting documentation demonstrating that the rent charged by the Agency is at the applicable rental rate specified herein;
 - e) An original of all executed leases with the applicant/tenant identifying the unit number/address and the rental rate;
 - f) A copy of the herein described criminal and credit background check; and
 - g) Any other documentation evidencing the Agency's compliance with this Agreement.

5. Termite Inspection Report: For property acquired with HOME funds, the Agency shall deliver a termite wood destroying insects report to DES no later than the January 31st of every third (3rd) year, beginning January 2016. Should the report indicate the presence of wood destroying insects, the Agency may be reimbursed for eligible costs incurred for property extermination, and shall provide evidence of such extermination to DES.

6. Sale of Rental Property: Should the Agency sell a property used for rental purposes, the sale of such property shall comply with the requirements of Section M herein.

The requirements of this Section shall survive the expiration of this Agreement.

- O. LEASE-PURCHASE REQUIREMENTS: In addition to the below requirements applicable to properties to be lease-purchased by the Agency, the Agency shall also comply with the requirements of Sections M.2 through M.6, inclusive, and Sections N.1 through N.5, inclusive, in connection with such properties.
 1. Purpose: The Agency may provide a lease-purchase option of a dwelling unit to prospective homebuyers in an effort to achieve one of the following goals:
 - a) To allow time for potential homebuyers to resolve credit flaws and become mortgage-ready;
 - b) To provide a mechanism to maintain the pace of HOME program production in the current real estate market;
 - c) To provide time or a mechanism during the leasing period to accumulate a rebate to meet lease-purchase cash requirements;

2. Lease-Purchase Agreement and Term:

- a) Lease: The lease period shall be for twelve (12) months without penalty for early purchase and may be renewed annually.
- b) Purchase Option: The Purchase Option Price to be used in the below described Lease with an Option to Purchase Agreement shall be the lesser of the appraised value of the property as determined in connection with the resale transaction, or the sum of HOME funds expended by DES on such property through this Agreement. The Agency shall obtain DES approval of the Purchase Option Price of each property acquired by the Agency for resale. The property shall be re-appraised at the time the lease-purchaser exercises the option to purchase. If the re-appraisal at that time is lower than the Purchase Option Price, then the Agency shall reduce the Purchase Option Price to the value determined by the re-appraisal, subject to DES approval.
- c) Lease Renewal: The Agency may renew the lease-purchase option based upon the following:
 - i) Favorable report of monthly lease payments;
 - ii) Favorable resolution of any maintenance items that are the lease-purchaser's responsibility;
 - iii) Progress on lease purchaser's action plan, including:
 - Progress toward retiring debt and lowering back-end ratio (at minimum, not taking on further debt);
 - Raising FICO score toward mortgage requirements;
 - Adherence to budget plan; and
 - Savings accumulation.
 - iv) Each lease-purchaser shall be allowed no more than two (2) lease renewals for a total period of three (3) years under the lease-purchase arrangement. Thereafter, the property shall be leased according to the rental requirements herein.

3. Down Payment Requirement: At the time of purchase, the Agency shall assist the lease-purchaser to comply with mortgage lender requirements. During the leasing period, the Agency may designate a certain portion of the lease-purchaser's monthly lease payment (based upon sufficient cash flow) to be set aside for a potential rebate at sale to cover closing or other costs. This rebate can be used toward the lender's cash requirements, as permitted. Note: The cash accumulation from monthly payments is clearly owned by the Agency, and the potential homebuyer has no legal rights to this cash. Furthermore, such funds shall be subject to the herein specified program income requirements.

- 4. Exit Strategy: For the lease-purchaser who is a solid tenant yet cannot consummate the purchase, the Agency will make its best effort based upon available resources to provide the following financial incentives:
 - a. A portion of the monthly rent will be accumulated for a rebate at purchase, and made available only if the lease-purchaser closes on the sale of the property;
 - b. Lease-purchaser will be advised on down payment assistance loans;
 - c. Lease-purchaser will be advised on special purchase financing; and

The requirements of this Section shall survive the expiration of this Agreement.

II. THE COUNTY AGREES TO:

- A. Reimburse the Agency for acquisition, rehabilitation, and other eligible costs specified herein associated with carrying out the HOME/CHDO eligible activities described in the above Scope of Work in an amount not to exceed \$505,774. Final determination on which costs are eligible for reimbursement shall be at the sole discretion of the County.
- B. Reimburse the Agency in an amount not to exceed \$23,624.66 for operating expenses (reasonable and necessary costs for the operation of the Agency) as defined at 24 CFR Part 92.208, and subject to DES approval. The County shall, in its sole discretion, determine the sufficiency of the documentation submitted by the Agency for the reimbursement of operating expenses. Furthermore, the Agency shall not be reimbursed more than \$11,812.33 for operating expenses in any given fiscal year. The remaining \$11,812.33 may only be reimbursed after rehabilitation of all eligible properties has been completed, and after all beneficiaries have been approved and are occupying their respective properties.
- C. Review contractor qualifications for HOME-assisted rehabilitation projects. DES staff shall conduct progress and final inspections on all rehabilitation 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 DES and will serve to ensure compliance with U.S. HUD and DES regulations and to verify the accuracy of reporting procedures to DES on program activities as described.
- H. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis-Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.
- I. Allowable costs that may be paid by the County under this Agreement in addition to those stated above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring, if applicable
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement

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

**AMENDMENT 001 TO THE AGREEMENT
WITH
DELRAY BEACH COMMUNITY DEVELOPMENT CORPORATION**

Amendment 001 entered into this _____ day of OCT 18 2011, 2011, by and between Palm Beach County and Delray Beach Community Development Corporation.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with Delray Beach Community Development Corporation, on October 19, 2010, approved by Document R2010-1753, to provide \$80,821 of Federal HOME Funds to facilitate the construction, acquisition or rehabilitation of affordable housing units to be purchased by eligible first-time homebuyers; and

WHEREAS, the parties wish to modify the original Agreement in order to increase the amount funded, to extend the expenditure deadline, and to expand the eligible activities; and

WHEREAS, both parties mutually agree that the original Agreement entered into on October 19, 2010, is hereby amended as follows:

A. Part III - Section 1 - Maximum Compensation: Replace "\$80,821.00" with "\$397,049.00"; and Replace "April 30, 2012" with "December 31, 2012".

B. Part III - Section 2 - Time of Performance: Delete the entire paragraph and replace with:

"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-05-UC-120215; M-06-UC-120215; M-07-UC-120215; and M-08-UC-120215. The effective date shall be the date of the 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 December 31, 2012".

C. Part III - Section 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 and returned monthly to HCD. Such income shall only be used to undertake the activities authorized by this Agreement. HCD must verify and approve the eligibility and reasonableness of all expenses which the Agency requests to be deducted. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. For properties acquired by the Agency for rental, the program income must be reported and returned to the County every month.

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

The requirements of this section shall survive the expiration of this Agreement.

D. Part IV - Section 1 - Opportunities For Residents And Civil Rights Compliance:

Delete the first sentence and replace with the following:

"The Agency agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, ancestry, familial status, sexual orientation, financial status, gender, or gender identity or expression be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement".

E. Exhibit A - Section I.A - Project Services: Replace "at least one (1)" with "at least two (2)".

F. Exhibit A - Section I.B: Delete the entire paragraph and replace with the following:

"Transfer the HOME subsidy in the form of a credit to an eligible homebuyer of the targeted property in an amount sufficient to make the home purchase affordable and in accordance with the subsidy limits established by the Palm Beach County HOME Program. The 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 First Mortgage and Promissory Note (attached as Exhibit "G") and/or a Second Mortgage and Promissory Note in favor of Palm Beach County (attached as Exhibit "B"). The Agency shall prepare mortgage documents for approval by HCD staff transferring the HOME subsidy as a credit to eligible homebuyers. The Agency shall provide copies of applicable HUD-1 closing statements".

G. Exhibit A - Section I.F: Delete the entire paragraph and replace with the following:

"Inform the homebuyer of the completed housing of the necessity of executing any required documents, including a Promissory Note as well as a First and/or Second Mortgage in favor of Palm Beach County, referred herein as Exhibit "G" and/or Exhibit "B", in order to be eligible for HOME funds".

H. Exhibit A - Section I.G: Add the following to the end of this Section:

"The Agency must identify eligible beneficiaries and eligible properties no later than May 31, 2012, and acquisition must be completed by July 31, 2012".

"Rehabilitation of each eligible property must be under contract no later than thirty (30) days after closing; and fifty percent (50%) of rehabilitation must be completed no later than October 31, 2012".

"Rehabilitation of all eligible properties must be completed and all eligible beneficiaries must occupy their properties no later than December 20, 2012".

I. Exhibit A - Section I.I: Delete the entire paragraph and replace with the following:

"Submit applicable documentation including copies of draw requests, invoices, receipts, and checks along with County approved forms to substantiate HOME disbursements".

"Submit reimbursement requests for operating expenses including salaries, wages and other employee compensation and benefits, employee education, training and travel, rent, utilities, communication costs, taxes, insurance, equipment and materials and supplies, and provide satisfactory documentation to HCD in order to substantiate all operating expenses".

"This Agreement may be amended to decrease and/or recapture funds from the Agency depending upon the timely completion of the Monthly Performance Benchmark requirement deadlines and/or the rate of expenditure of funds, as determined by HCD".

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

J. Exhibit A - Section II.A: In both instances, replace "\$80,821.00" with "\$397,049.00".

K. Exhibit A - Section II.B: Replace "\$80,821.00" with "\$397,049.00" and delete the third sentence. Add the following to end of this Section: "The County shall, upon receipt of a reimbursement request from the Agency, only reimburse the Agency up to the amount not to exceed \$17,831.00 for operating expenses (reasonable and necessary costs for the operation of the Agency) and as further defined at 24 CFR Part 92.208, and subject to HCD approval. The County shall, in its sole discretion, determine the sufficiency of the documentation submitted by the Agency for the reimbursement of operating expenses. Furthermore, the Agency shall not be reimbursed more than \$8,915.50 for operating expenses in any given fiscal year. The remaining \$8,915.50 may only be reimbursed after rehabilitation of all eligible properties has been completed, and after all beneficiaries have been approved and are occupying their respective properties. The Agency shall be eligible to receive no greater than \$17,831.00 in total operating expenses during the term of this Agreement".

L. Exhibit E - Asbestos Requirements: Exhibit "E-1" replaces Exhibit "E".

M. Exhibit G - HOME First Mortgage and Promissory Note: Add Exhibit "G".

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

(AGENCY SEAL)

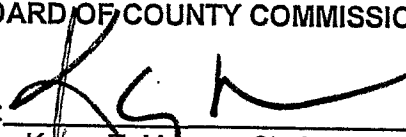
DELRAY BEACH COMMUNITY DEVELOPMENT CORPORATION

BY: 
William Sanders, Executive Director


(COUNTY SEAL)

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

BOARD OF COUNTY COMMISSIONERS

BY: 
Karen T. Marcus, Chair
Board of County Commissioners

ATTEST: Sharon R. Bock,
Clerk & Comptroller


By: 
Deputy Clerk



R 2011 16 19
OCT 18 2011

Document No.:

Approved as to Form and
Legal Sufficiency

By: 
Tammy K. Fields
Senior Assistant County Attorney

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

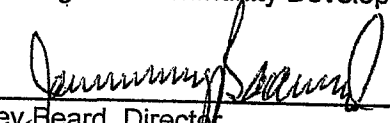
By: 
Journey Beard, Director
Contract Development & Quality Control

EXHIBIT "E-1"

ASBESTOS REQUIREMENTS SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

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

I. DEFINITIONS

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

II. ASBESTOS SURVEYS

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

For Renovation Projects (projects which will be reoccupied):

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

For Demolition Projects:

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

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

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by HCD prior to the removal. The Agency (or Municipality, as applicable) must obtain approval for all exceptions from HCD. HCD will request the PBCAC to review and approve all exceptions.

- (b) Asbestos abatement work may be contracted by the Agency (or Municipality, as applicable) or by HCD upon request.
- (c) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents are required to be provided to the HCD.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Agency (or Municipality, as applicable) requests HCD to contract the asbestos abatement, HCD will initiate the request through the PBCAC who will contract the asbestos abatement. HCD will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, A Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003. The renovation contractor must submit a work plan to HCD prior to removal of the materials.

B. DEMOLITION

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

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

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

IV. NESHAP NOTIFICATION

A. RENOVATION

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

The Agency (or Municipality, as applicable) shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

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

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Agency (or Municipality, as applicable) post job documentation submitted to HCD. All fees shall be paid by the Agency (or Municipality, as applicable).

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

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Agency (or Municipality, as applicable), through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M B National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Dept of Labor, OSHA Standard Interpretation
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

EXHIBIT "G"

Prepared By:
Tammy Fields, Esq.
Palm Beach County
301 N. Olive Ave.
West Palm Beach, FL 33401

Return To:

PALM BEACH COUNTY

HOME PROGRAM

First Mortgage Loan Program/Promissory Attachment "A"

FIRST MORTGAGE: \$00,000.00

THIS MORTGAGE DEED

Executed this ___ day of _____ A.D. 201__ by _____ **(single)** whose current address is _____ Address _____ hereinafter called the mortgagor(s), to Palm Beach County, Board of County Commissioners whose address is 301 North Olive Ave., West Palm Beach, Florida 33401, hereinafter called the mortgagee:

(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 notes 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 via:

LEGAL DESCRIPTION ATTACHED

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 notes 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 State of Florida.

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), (c) 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 NSP 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 NSP 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 at 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.

(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.

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:

, Mortgagor (Signature)

Witness:

Witness:

, Mortgagor (Signature)

Witness:

PROPERTY ADDRESS:

State of Florida
Palm Beach County

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, who is personally known to me or who has produced Florida Driver's License as identification.

Signature of Notary Public

SEAL

My Commission expires: _____
Commission No.: _____

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
DELRAY BEACH COMMUNITY DEVELOPMENT CORPORATION

R 2010 1753 OCT 19 2010
THIS AGREEMENT, entered into this _____ day of _____, 2010, 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 Delray Beach
Community Development Corporation, a non-profit corporation duly organized and
existing by virtue of the laws of the State of Florida, having its principal office at 401
W. Atlantic Ave., Suite 016, West Palm Beach, FL 33444, and its Federal Tax
Identification Number as 65-0384313.

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, Delray Beach Community Development Corporation 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 Delray Beach Community Development Corporation desire to
provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the Delray Beach
Community Development Corporation 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

- i. 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 Delray Beach Community Development 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 \$80,821.00, as delineated in Exhibit "A" for the period of October 19, 2010, through April 30, 2012. 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 April 30, 2012.

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 pre-date 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.

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. Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

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 the Agency.

8. Insurance

Delray Beach Community Development Corporation 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 Delray Beach Community Development Corporation is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Delray Beach Community Development Corporation under this contract.

(1) Commercial General Liability

Delray Beach Community Development Corporation 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

Delray Beach Community Development Corporation 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 Delray Beach Community Development Corporation does not own automobiles, Delray Beach Community Development Corporation 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

Delray Beach Community Development Corporation 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

Delray Beach Community Development Corporation 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

Delray Beach Community Development Corporation 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 Delray Beach Community Development Corporation to enter into

an pre-loss agreement to waive subrogation without an endorsement, then Delray Beach Community Development Corporation 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 Delray Beach Community Development Corporation enter into such an agreement on a pre-loss basis.

(6) Certificate(s) of Insurance

Delray Beach Community Development Corporation 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.

Delray Beach Community Development Corporation 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. Delray Beach Community Development Corporation 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 thirty (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 thirty-five (35) 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.

22. Palm Beach County Office of the Inspector General

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County agreements, contracts, transactions, accounts and records. All parties doing business with the County and receiving County funds, including the Agency, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and to detect waste, corruption and fraud.

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WITNESS our Hands and Seals on the OCT 19 2010
day of _____, 2010.

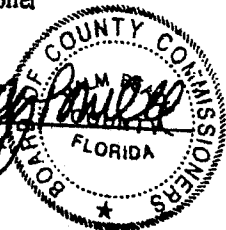
ATTEST:

SHARON R. BOCK

Clerk & Comptroller

By: 

Deputy Clerk



R2010 1753

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

BOARD OF COUNTY COMMISSIONERS

By: 

Burt Aaronson, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

(COUNTY SEAL)

By: 

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: 

Edward W. Lowery, Director
Department of Housing & Community
Development (HCD)

DELRAY BEACH COMMUNITY
DEVELOPMENT CORPORATION,
a Florida Corporation

By: 

William N. Sanders, Executive Director

(CORPORATE SEAL)

EXHIBIT A

WORK PROGRAM NARRATIVE

DELRAY 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 construction, purchase, and/or rehabilitation (if applicable) of at least one (1) HOME-assisted single family property to be sold to an eligible lower income homebuyer whose household income does not exceed 80% of the Adjusted Median Income (AMI) within the HOME Program jurisdiction target area. 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, sponsor, and/or owner of the housing to be provided.

B. Transfer the HOME subsidy in the form of a credit to an eligible homebuyer of the targeted property in an amount sufficient to make the home purchase affordable and in accordance with the subsidy limits established by the Palm Beach County HOME program. The 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 shall prepare mortgage documents for approval by HCD staff transferring the HOME subsidy as a credit to eligible homebuyers. The Agency shall provide copies of applicable HUD-1 closing statements.

C. Maintain an office in the Delray Beach Community Development Corporation target area and maintain a Project Manager to supervise the development or acquisition of the HOME-assisted housing and carrying out development tasks, which include but are not limited to the following:

- Negotiate sales with property owners
- Secure property appraisals, environmental clearances, surveys, and inspections
- Assemble a development team and coordinate project meetings
- Secure loan and other grant financing for the development of the project
- Prepare Request for Bids and select general contractor
- Obtain building permits
- Coordinate construction/rehabilitation activities and oversee work of contractors and subcontractors
- Assist in coordinating bank inspections
- Obtain final survey, and other duties as necessary

D. In addition to the Project Manager, Delray Beach Community Development Corporation shall retain appropriate staff who will identify and process prospective low income homebuyers for the purchase of the HOME-assisted housing through the following activities:

- o Identify and pre-qualify prospective homebuyers for loan and subsidy processing
- o Conduct credit counseling and homebuyer education related to subsidy
- o Assist prospective homebuyers to identify and apply for first mortgage and subsidy financing
- o Secure HOME and any other subsidy financing that may be applicable
- o Preparing mortgage documents related to subsidies and transfer of HOME subsidies to homebuyer
- o Facilitate recording of applicable HOME mortgage liens
- o Serve as liaison between the homebuyer and the general contractor and coordinate receipt of certificate of occupancy and completion of "punch list" items.

- o Order surveys, inspections, request for funding and other documentation required for the homebuyer loan closing transaction.

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

- D. Advertise bids for construction and/or rehabilitation (if necessary) of the HOME-assisted unit, 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 currently 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 on 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 area.
- F. Inform the homebuyer 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 in the form provided as Exhibit "F". 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. Each report must account for the total activity for which the Agency is funded under this Agreement. The progress reports shall be used by HCD to assess the Agency's progress in implementing the project.
- H. Assist the County in carrying out its affirmative marketing requirements, as described in Exhibit "C".
- I. 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 sixty (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.
- L. Section 3 Requirements: The Agency agrees to comply with all appropriate Section 3 requirements applicable to contracts funded through this Agreement, if applicable. Information on Section 3 is available at HCD upon request. The Agency shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

 - (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance

or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

M. Asbestos Requirements: The Agency shall comply with all applicable requirements contained in Exhibit "E", attached hereto, for construction work in connection with the project funded through this Agreement.

N. Davis-Bacon Act: The Agency shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work, if applicable. The Agency shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract, if applicable.

NOTE 1: The Agency shall submit its bid package/drawings/specifications, and an itemized opinion of probable rehabilitation or construction cost prepared by its consultant, to HCD and obtain a letter of approval prior to bidding the construction work. Prior to submitting its bid package/drawings/specifications to HCD, the Agency shall assure that the local building department having jurisdiction has reviewed the drawings/specifications and that these drawings/specifications comply with all applicable building and zoning codes. Furthermore, the Agency shall obtain HCD approval prior to issuing any addenda to its bid documents for this project.

NOTE 2: The Agency shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of HCD.

NOTE 3: The Agency shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Agency may request HCD for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, HCD may, at its discretion, grant the Agency such waiver.

NOTE 4: The Agency shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction /rehabilitation work shall be included in one contract. The Agency shall obtain HCD approval prior to awarding the construction / rehabilitation contract to be funded through this Agreement. After awarding such contract, the Agency shall obtain HCD approval prior to executing any change orders to such contract.

NOTE 5: Should the construction/rehabilitation contract amount for this project exceed the amount to be funded by the County for construction/rehabilitation costs through this Agreement, then the Agency shall fund all amounts in excess of the amount to be funded by the County. The Agency may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Agency would disburse an amount up to 75% of the County's funding amount made available for the project through for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Agency would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount. The Agency assumes all risks of cost overruns in excess of the development, construction, and contingency budget line items.

NOTE 6: The Agency shall not request reimbursement from HCD for materials or equipment received and stored on the project site or elsewhere. The Agency shall only request reimbursement for materials and equipment that have been installed.

The Agency further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Agency's compliance with the above.

O. Construction Monitoring Inspections: The County will monitor the performance of the Agency based on goals and performance standards as stated in this Agreement, along with all other applicable federal, state, and local laws, regulations, and policies governing HOME funds. Substandard performance, as determined by the County, will constitute non-compliance with this Agreement. If corrective action is not taken by the Agency within a reasonable period of time after being notified by the County, contract suspension or termination procedures may be initiated.

P. Air and Water Requirements: The Agency shall comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act (42 USC 7401, et. seq.); Federal Water Pollution Control Act, as amended (33 USC 1251 et. seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder); Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended; Flood Disaster Protection Act of 1973 (42 USC 4001); and National Environmental Policy Act of 1969 and related environmental regulations at 24 CFR Part 50 or 58.

Q. Presence of Hazardous Materials: The Agency shall not, and shall not permit anyone else to, generate, use, treat, store, release, or dispose of hazardous waste on the property, or transport or permit the transportation of hazardous materials to or from the property, except for de minimis quantities used at the property in compliance with applicable environmental laws and required with the routine operation and maintenance of the property.

- R. Environmental Indemnification by the Agency: The Agency agrees to defend, indemnify and hold harmless the County and its officers, directors, employees and agents from and against any and all obligations (including removal and remediation), losses, claims (including third-party claims), suits, judgments, liabilities, penalties, damages (including consequential and punitive), costs and expenses (including consultants, and attorneys' fees) of whatever kind or nature whatsoever that may at any time be incurred by, imposed on, or asserted against the aforementioned County, directly or indirectly, based on, or arising or resulting from the actual or alleged presence of hazardous materials on the property.
- S. Right of Access: For purposes of assuring compliance with this Agreement, representatives from HCD and the County shall have the right of access to the property, without charges or fees, at normal construction hours during the period of construction and/or rehabilitation. The right of access purposes may include, but are not limited to, inspection of the work being performed, compliance by Agency of all safety rules, and Agency's compliance with all other terms of this Agreement.
- T. Close-Outs: The Agency's obligation to the County shall not end until HOME completes all close-out requirements for the HOME Program. Activities during this close-out period may include: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivables to the County; and determining the custodianship of records. However, the terms of this Agreement shall remain in effect during any period that the Agency has control over HOME funds, including program income.
- U. Time is of the Essence: Time is of the essence under this Agreement and in the performance of every term, covenant, and obligation contained herein. The HOME funds are subject to Federal deadlines and failure to comply could result in the loss of the Federal funds. Since it is mutually agreed that time is of the essence, the Agency shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement in order to ensure that the project will be completed according to the timetable set forth above.
- V. Year Built: The Agency shall determine the year built for each property selected for acquisition. The Agency shall utilize the Palm Beach County Property Appraiser website at <http://www.co.palmbeach.fl.us/papa/index.htm>. The Agency shall provide HCD with a printout of the year built information obtained from this web address. Should the year built information not be available at this web address, then the Agency shall provide HCD documentation evidencing the year built from the building department with jurisdiction over the property selected for acquisition, or from any other source acceptable to HCD.
- W. Lead-Based Paint: Each property selected for acquisition/rehabilitation that was built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. An EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor shall perform a surface-by-surface investigation (of all interior and exterior painted, stained, varnished or shellacked surfaces, regardless of whether or not such surfaces will be disturbed in course of rehabilitation) in order to determine the presence of lead-based paint, and if found, shall perform a risk assessment. All activities associated with lead-based paint, including but not limited to inspection, risk assessment, abatement, and clearance testing, shall comply with:
- a. U.S. Department of Housing and Urban Development regulations (24 CFR Part 570).
 - b. U.S. Department of Housing and Urban Development regulations (24 CFR Part 35).
 - c. HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.
 - d. U.S. Environment Protection Agency regulations (40 CFR Part 745).
 - e. U.S. Environment Protection Agency regulations (40 CFR Part 61).

The Agency shall pay particular attention to the requirements at 24 CFR Part 35, Subpart K, in connection with the acquisition of residential properties, and to 24 CFR Part 35, Subpart J, in connection with the rehabilitation of residential properties.

The Agency shall provide HCD a report containing the results of the inspection and risk assessment. The findings of the report shall be used by the Agency in assessing the feasibility of acquiring and rehabilitating the property.

The services of the lead-based paint inspector/risk assessor retained by the Agency shall be procured in accord with the requirements of this Agreement if the Agency wishes to be reimbursed by the County for the cost of these services. It is the Agency's responsibility to assure that these procurement requirements have been met before obligating itself to a contract for such services. Should HCD have a contract for these services already in place, then the Agency may request HCD to obtain these services for properties to be acquired. Costs incurred by HCD for these services shall be charged to the budget made available under this Agreement.

NOTE: The Agency shall in connection with properties it has acquired under this Agreement, and according to applicable laws and regulations, disclose to purchasers the presence of any lead-based paint present in such properties at the time of purchase.

X. Property Inspection: The Agency is encouraged to acquire properties needing the least amount of rehabilitation. The Agency shall utilize an "Inspector" to inspect each property to be acquired and rehabilitated in order to establish the extent of construction work necessary to bring the property into compliance with the rehabilitation standards described elsewhere in this Agreement. The Agency shall use the cost of the anticipated rehabilitation in assessing the feasibility of acquiring and rehabilitating the property. The cost of rehabilitating the property may include the sum of the below items referred to herein as the "Rehabilitation Cost":

- a. The cost of construction,
- b. The cost of lead-based paint abatement,
- c. The cost of asbestos abatement,
- d. The cost of construction related improvements to the property in order to comply with the requirements of the environmental review,
- e. A construction contingency allowance as specified herein, and
- f. The cost of termite treatment (extermination of wood destroying organisms).

When determining the feasibility of acquiring and rehabilitating the property, the Agency shall consider the limits of funding made available under this Agreement to undertake the rehabilitation work.

The Inspector shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Inspector shall at minimum perform inspections of residential structures for compliance with housing and building codes, determine the feasibility of undertaking rehabilitation, prepare construction specifications and cost estimates, review construction bids, inspect rehabilitation construction work in progress, and review and approve contractor payment requests.

The Inspector shall be able to review lead-based paint inspection and risk assessment reports and determine the actions to be taken to comply with federal lead-based paint regulations, maintain inspection records and reports, prepare change orders, initiate various notification letters and conduct necessary correspondence.

Y. Work Write-up Preparation: The Inspector shall prepare a work write-up for the rehabilitation project. The work write-up shall contain a detailed list of construction specifications the execution of which will correct the deficiencies at the property and will upgrade the property to the extent practicable and feasible to

applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). The work write-up shall also contain items to address lead-based paint remediation, asbestos remediation, hurricane protection, energy efficiency and conservation, and ones that are intended for the removal of architectural barriers, as well as any construction related improvements to the property in order to comply with the requirements of the environmental review.

- a. Code Related Items: The work write-up shall include work items that are intended to correct code violations, that is the correction of deficiencies at the property which are not in compliance with applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). These items shall also include compliance with any historic preservation requirements applicable to the property.
- b. Hurricane Protection Items: The work write-up shall include work items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible.
- c. Homeowner Association Requirements: Should the work write-up contain items that are also regulated by a homeowner association, then the work write-up shall address the requirements of the homeowner association for such items only, such as complying with color or style requirements for exterior building components, and obtaining homeowner association approval of building materials or exterior building components. In such instances the work write-up shall require the contractor to submit such for approval by the homeowner association prior to the commencement of the work.
- d. Rehabilitation/Demolition of Unpermitted Enclosures and Additions: The work write-up shall provide for the improvement of existing un-permitted additions and enclosures such that they comply with applicable codes if feasible and practical, and within the funding limits. Un-permitted additions and enclosures that are not feasible or practical to improve as part of the rehabilitation process, and within the funding limits, shall be demolished.
- e. Lead-Based Paint Remediation: If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence of lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:
 - A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
 - A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
 - A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
 - A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

The work write-up shall include items that achieve the remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve the

remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard, as well as items that address the remediation of dust and soil lead hazards. Lead-based paint remediation shall be undertaken using the "abatement" method which shall be performed by appropriately certified persons.

The work write-up may also include items that achieve the remediation of surfaces which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Agency's option. The inclusion of such optional items may be intended to achieve a lead free house.

The items in the work write-up for abatement shall specify the scope of the hazard reduction activity, the compliance requirements, the qualifications to perform the work, and shall require an occupant protection plan, clearance testing, and an abatement report.

II. The County agrees to:

- A. Reimburse the Agency on a per draw basis for HOME eligible acquisition costs, pre-development and construction costs, or for rehabilitation of an existing single-family property 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 \$80,821.00 for housing development and/or acquisition costs. Provide total payments to the Agency of \$80,821.00 for the duration of the Agreement. In the event Agency elects to engage in new construction of a single-family house, 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. The undertaken project expenses leads to project development, completion and sale of the housing unit to an eligible homebuyer. In no event shall the total funds made available pursuant to this Agreement exceed the maximum and total authorized sum of \$80,821.00 in HOME funding. Payment of operating expenses, including staff and overhead costs directly related to the project, will not be allowable from this amount.
- 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.
- H. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.

I. Allowable costs that may be paid by the County under this Agreement in addition to those stated above:

- (a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring, if applicable
- (b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement

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

EXHIBIT B

PALM BEACH COUNTY

MORTGAGE AND HOUSING ASSISTANCE

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. 2010, _____ (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, allens, 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 _____, 2010, 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 _____, 2010 (the, "First Note"), made by Borrower payable to _____, 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) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, 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 MORTGAGE AND HOUSING ASSISTANCE

PROMISSORY NOTE

HOME PROGRAM

Amount: \$100,000.00

Date: _____ 2010

Property Address: _____

Place: Palm Beach County

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) 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 XXX-XXX THOUSAND XXX HUNDRED and 00/100 (\$100,000.00) 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 (\$100,000.00) dated _____, 2010 (the "First Note"), made by Borrower payable to (the "First Lenders") and secured by that certain Mortgage from Borrower to the First Lender, dated _____, 2010, 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, _____, 2010.

(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 to 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 3 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: Delray Beach Community Development Corporation
Address: 401 W. Atlantic Avenue, Suite 016
Delray Beach, Florida 33444
Telephone: (561) _____

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

2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(d) If the Agency requests HCD to contract the asbestos abatement, HCD will initiate the request through the PBCAC who will contract the asbestos abatement. HCD will provide a copy of all contractor and consultant documents to the Agency.

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, Standard Interpretation (OSHA), Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003. The renovation contractor must submit a work plan to HCD and the PBCAC prior to removal of the materials.

B. DEMOLITION

All "friable" ACBM must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC prior to demolition. Friable materials include: resilient asbestos tile and mastic which is not intact, linoleum, asbestos containing joint compound, asbestos containing cement panels (e.g. transite), etc.

Intact resilient tile and asbestos roof materials may be demolished with adequate controls (e.g. wet method) by a demolition contractor provided the contractor is aware of the asbestos containing materials present and exercises adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to insure proper control measures and waste disposal. Any exceptions to these guidelines may be requested through HCD prior to the removal, (such as asbestos containing roofs, transite pipe). Exceptions may be granted by HCD prior to the removal, (i.e. asbestos containing roofs, transite pipe). The Agency must obtain approval for all exceptions from HCD and the PBCAC.

(a) Asbestos Abatement work may be contracted by the Agency or by HCD upon request.

(b) If the Agency contracts the asbestos abatement, the following documents must be provided to the PBC/HCD and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(c) If the Agency requests HCD to contract the asbestos abatement, HCD will initiate the request through the PBCAC who will contract the asbestos abatement. HCD will provide a copy of all contractor and consultant documents to the Agency.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos is mandatory.

(f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to HCD. HCD will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA and the State of Florida Licensing regulations for demolition of structures with asbestos materials.

2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become Anot intact@.

3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspect asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify HCD.

IV. NESHAPS NOTIFICATION

A. RENOVATION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to an asbestos renovation that includes regulated asbestos containing material greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Agency (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least 3 working days prior to the removal.

B. DEMOLITION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to the demolition.

C. The NESHAP notification shall be sent return receipt requested to the address shown below with a copy to HCD. HCD shall provide a copy to the PBCAC. All fees shall be paid by the Agency.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33401

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

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

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M B National Emission standard for Asbestos, revised July 1991
- (b) Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices Under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute, NRCI, Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995
- (i) US Dept of Labor, Standard Interpretation (OSHA)
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003.

EXHIBIT F

**PALM BEACH COUNTY
DEVELOPMENT**

HOUSING & COMMUNITY

QUARTERLY NARRATIVE REPORT

Report For:	Month: _____ Year: _____
HOME CHDO Name:	_____
Project Name:	_____
Report Prepared By:	_____
	Name _____ Signature _____ Date _____

BUDGETING AND EXPENDITURES

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

Amounts Expended to Date:

//////	BUDGETED	EXPENDED	PERCENTAGE
HOME Funds:	\$ _____	\$ _____	%
Other Funds:	\$ _____	\$ _____	%
Other Funds:	\$ _____	\$ _____	%
TOTAL:	\$ _____	\$ _____	%

Describe any changes in budgeted amounts during this reporting period and the source of funds: _____

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): _____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Describe any problems encountered during this reporting period: _____

Other comments: _____

Send report to: HOME PROGRAM COORDINATOR
Department of Housing and Community Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Amin Houry

From: Scott Marting
Sent: Tuesday, June 11, 2013 8:32 AM
To: Amin Houry
Subject: RE: Delray Beach CDC

Based on the letter, we would once again agree to waive the auto insurance requirement. As for the Workers Comp we will be able to waive it as well, but it is the vendor's responsibility at all times to remain in compliance with the Workers Comp State Standards.

Thank you,

Scott Marting, CSP
Insurance and Claims Manager
Palm Beach County Risk Management
100 Australian Avenue, Suite 200
West Palm Beach, FL 33406
smarting@pbcgov.org
Office: 561-233-5432
Fax: 561-233-5420

From: Amin Houry
Sent: Friday, June 07, 2013 9:29 AM
To: Scott Marting
Subject: Delray Beach CDC

Scott

We recently spoke about the CDC's workers comp and auto coverage referring to e-mail correspondence between you and Stephen Mayer on 12/7/12. You asked for an up to date letter from the CDC which I have obtained and enclosed. Please let me know of your decision.

Amin Houry
Technical Services Coordinator
Department of Economic Sustainability
Palm Beach County
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Phone: (561) 233-3625 - Fax: (561) 656-7565
E-mail: ahoury@pbcgov.org



DES Mission Statement...

"To advance community sustainability by increasing economic competitiveness and improving the elements that create a high quality of life for Palm Beach County's residents."



Tel 561.266.9840
Fax 561.266.9843

June3, 2013

Scott Marting, Loss Control Coordinator
Risk Management
PBC Department of Housing and Community Development
100 S. Australian Avenue, #500
West Palm Beach, FL 33406

Re: Delray CDC
General Liability Coverage

Dear Mr. Marting:

The Delray Beach Community Development Corporation's (CDC) primary activity is homebuyer counseling for low and moderate-income homebuyers. Within this activity, the CDC also arranges financing, vacant lot/existing property acquisition, and builder contracting.

Because the CDC has only one full-time, and two part-time employees, and owns no automobiles, the CDC does not carry Worker's Compensation or Automobile Coverage on its general liability policy. The CDC would therefore like to request that these coverages be waived. Thank you.

Should there be any questions, please contact:

William Sanders, Executive Director
Delray Beach CDC
401 W. Atlantic Avenue, Suite 016
Delray Beach, FL 33444
561-266-9840

Sincerely,

A handwritten signature in black ink that reads 'Bill Sanders'.

William N. Sanders
Executive Director

C: Amin Houry

401 W. Atlantic Ave., Suite 016, Delray Beach, FL 33444
delraycdc@yahoo.com www.delraybeachcdc.org

ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID 99
DELR-2

DATE (MM/DD/YY)
06/30/2012

PRODUCER

McKinley Financial Services
545 North Andrews Avenue
Fort Lauderdale FL 33301

James Drake

Phone No. 954-938-2685 Fax No. 954-938-2695

INSURED

Delray Beach Community Develop
William Sanders
401 W. Atlantic Ave. #016
Delray Beach FL 33444

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.

COMPANIES AFFORDING COVERAGE

COMPANY A **Scottsdale Insurance Company**

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	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 <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CPS1419962	07/22/12	07/22/13	GENERAL AGGREGATE \$ 300000
					PRODUCTS - COMP/OP AGG \$ Excluded
					PERSONAL & ADV INJURY \$ Excluded
					EACH OCCURRENCE \$ 100000
					FIRE DAMAGE (Any one fire) \$ 100000
					MED EXP (Any one person) \$ 5000
					COMBINED SINGLE LIMIT \$
	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				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER \$
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
	OTHER				EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. c/o Department of Economic Stability are listed as additional insured

CERTIFICATE HOLDER

Contract Development & Quality Control
100 Australian Avenue,
Suite 500
West Palm Beach FL 33406

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Drake *[Signature]*

ACORD 25-S (1/95)

ACORD CORPORATION 1988