

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	\$54,960				
External Revenues					
Program Income	(\$54,960)				
In-Kind Match					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

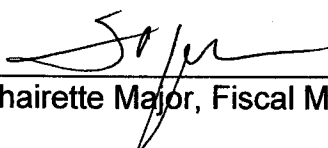
Is Item Included In Current Budget? Yes X No
 Budget Account No.:

Fund 1109 Dept 143 Unit 1423 Object 8201 Program Code/Period NS40D/GY08: \$54,960

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

Approval of this agenda item allocates \$54,960 to the Housing Partnership, Inc. from NSP1 Program Income.

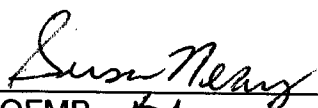
C. Departmental Fiscal Review:

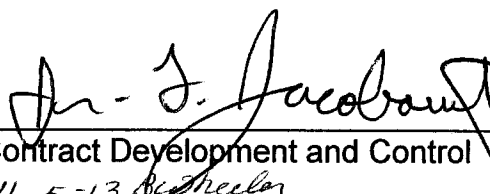


 Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

 11/1/13
 OFMB HN
 10/31 11/1/13

 11/6/13
 Contract Development and Control
 11-5-13 Dr. Jacobson

B. Legal Sufficiency:

 11/6/13

 Chief Assistant County Attorney

C. Other Department Review:

 Department Director

Background and Justification: (Continued from Page 1)

The new first mortgage secures a U.S. Department of Housing and Urban Development (HUD) insured loan. Due to delays in the closing of the new first mortgage, the maturity date of such mortgage was changed to September 1, 2048. Since HUD requires that the maturity date of both County promissory notes not be earlier than that of the first mortgage, both documents approved by the BCC on May 21, 2013, and executed under authority provided to the County Administrator, or his designee, were modified to reflect the new HUD mandated maturity date of September 1, 2048. Both documents, as modified, are being resubmitted to the BCC to receive and file.

On September 24, 2012, the County entered into an Agreement (R2012-1798) with the Pahokee Housing Authority, as amended by Amendment No. 001 (R2013-0144) on December 10, 2012, and Amendment No. 002 (R2013-0916) on April 16, 2013, to provide \$2,478,302.60 in DRI2 funds for the demolition and reconstruction of certain housing units at the McClure Village housing complex. Amendment No. 003 extends the project completion date from August 31, 2013 to December 15, 2013.

On December 7, 2010, the County entered into an Agreement (R2011-0615) with the West Palm Beach Housing Authority, as amended by Amendment No. 001 (R2011-0812) on June 7, 2011, Amendment No. 002 (R2012-0138) on October 22, 2011, and Amendment No. 003 (R2012-1811) on October 15, 2012, to provide \$2,471,537.65 in DRI3 funds for hurricane hardening improvements at the Colony Oaks and Twin Lakes housing complexes. Amendment No. 004 extends the project completion date from July 22, 2013, to December 15, 2013, and Amendment No. 005 revises certain administrative procedures within the Agreement.

On April 1, 2010, the County entered into an Agreement (R2010-0900) with the Housing Partnership, Inc., as amended by Amendment No. 001 (R2011-0390) and Amendment No. 002 (R2011-0391) on March 15, 2011, Amendment No. 003 (R2012-0126) on October 31, 2011, Amendment No. 004 (R2012-1007) on April 18, 2012, and Amendment No. 005 (R2013-0149) on December 26, 2012, to provide \$809,868.03 in NSP1 funds for the acquisition and rehabilitation of residential properties. Amendment No. 006 provides up to \$54,960 in additional funds to complete the rehabilitation of two (2) NSP1 homes.

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
AND MODIFICATION OF PROMISSORY NOTE**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND MODIFICATION OF PROMISSORY NOTE ("First Amendment and Modification") executed on August 1, 2013 by MARINA CLINTON ASSOCIATES, LTD., a Florida limited partnership (the "Mortgagor" or "Maker"), as party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Mortgagee" or "Holder") (which term as used in every instance shall include the Mortgagee's successors and assigns), as party of the second part;

WITNESSETH:

WHEREAS, Mortgagee is the owner of that certain Mortgage and Security Agreement ("Mortgage") executed by Marina Clinton Associates, Ltd., as Mortgagor, to the Mortgagee, on December 14, 2000, said Mortgage being recorded in Official Records Book 12202, Page 505, in the Public Records of Palm Beach County, Florida, on December 18, 2000, (the "Mortgage") and is the holder of a certain Promissory Note ("Note"), of which a copy is attached to the Mortgage, and recorded in Official Records Book 12202, Page 519, in the Public Records of Palm Beach County, Florida, in the original principal sum of TWO HUNDRED NINETY-ONE THOUSAND NINE HUNDRED FIFTY and 00/100 DOLLARS (\$291,950.00) (the "Note"); and

WHEREAS, the parties desire to amend the Mortgage and modify the Note as hereinafter set out.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Mortgagor to the Mortgagee, receipt of which is hereby acknowledged by Mortgagee, it is mutually understood and agreed that said Mortgage and Note be amended and modified as follows:

1. The term "Loan Documents" as used in the Mortgage and the Note shall be modified to include this First Amendment and Modification, and any other amendment and/or modification to the Loan Documents entered into by the parties whether or not specifically named.
2. The term "First Mortgage" as used in the Loan Documents shall mean the separate mortgage executed by Mortgagor in favor of Lancaster Pollard Mortgage Company, an Ohio corporation, dated August 1, 2013 in the amount of Eleven Million Nine Hundred Thousand and no/100 Dollars (\$11,900,000.00).
3. Mortgage, Page 2: The maturity date of the Note referenced therein is hereby extended to September 1, 2048.
4. Note, Paragraph 2(b): The Maturity Date as set forth therein is hereby extended to September 1, 2048.
5. Note, Paragraph 3: The following is added to the end of Paragraph 3:

Project Expenses means any usual and customary operating, development and financial costs associated with the Project, including, without limitation, any compliance monitoring fee, any financial monitoring fee, any replacement reserves, repair reserves, or other reserves or escrows required by any senior lienholder, any servicing fees and any debt service reserves or payments required by any senior lienholder, guaranty fees which are payable while any guarantees are in place. The term Project Expenses shall also include the management company's fee for providing professional customary management services for the Project on a day to day basis, including marketing, maintenance, leasing, compliance duties, management of budget, daily operations, and administrative expenses such as office supplies, postage/express mail, office equipment lease and repair (fax, copier, computers), telephone, internet, license, fees and permits, legal expenses, accounting and audit expenses, and resident services. Cash flow shall be reported annually by Maker using a form provided by Holder or, in the event Holder does not provide a form, using a form acceptable to Holder.

6. Maker acknowledges that the Holder requires payment of \$17,928.00 in deferred interest and \$91,248.00 in accrued interest on the principal balance of the Note for a total interest payment of \$109,176.00 in connection herewith, which Maker shall pay as set forth herein. Maker further acknowledges that the extension of the maturity date of the Note will require Holder to provide staff administrative resources that Holder had not planned on utilizing. As Holder has agreed to extend the maturity date of the Note in order to allow Maker to refinance its first mortgage, Maker shall pay Holder administrative/monitoring fees for the extension in installments as follows: \$12,627.46 for the first 5 years of the extension, \$14,638.69 for the next 5 years of the extension, and \$28,423.68 for the remainder of the extension. Maker shall pay Holder the first installment of \$12,627.46 now. The second installment in the amount of \$14,638.69 shall be due to Holder no later than May 31, 2018, and the final installment in the amount of \$28,423.68 shall be due to Holder no later than May 31, 2023. Concurrent with Maker's closing of the First Mortgage with Lancaster Pollard Mortgage Company, Maker shall deliver a check to Holder in the amount of \$125,727.14, payable to the Palm Beach County Board of County Commissioners. This payment represents payment of the deferred and accumulated interest required to be paid and the first installment of administrative/monitoring fees. The parties acknowledge that with this payment, all deferred interest and all accrued interest will have been paid through May 31, 2013. Interest shall begin to accrue again commencing on June 1, 2013.
7. This First Amendment and Modification 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.
8. All other terms and conditions of the original Mortgage and Security Agreement, and the Promissory Note, unless specifically changed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and have caused their seals to be affixed by their respective proper officers thereunto duly authorized.

Signed, sealed, and delivered in the presence of:

Kimberly Haley
 Witness Signature
Kimberly Haley
 Witness Name
Joan Hurd
 Witness Signature
JOAN HURD
 Witness Name

MARINA CLINTON ASSOCIATES, LTD., a Florida limited partnership

By: M Bay Associates, LLC, a Florida limited liability company, its General Partner

By: SCA Properties, LLC, a Florida limited liability company, its Manager

By: Garrett G. Carlson, Sr.
 Garrett G. Carlson, Sr., Sole Manager

STATE OF FLORIDA
 COUNTY OF COLLIER

I HEREBY CERTIFY that on this date of June 7, 2013, before me JOAN HURD, an officer duly authorized in the State and County aforesaid to take acknowledgments, the foregoing instrument was acknowledged by GARRETT G. CARLSON, SR. as Sole Manager of SCA Properties, LLC, a Florida limited liability company, Manager of M Bay Associates, LLC, a Florida limited liability company, general partner of MARINA CLINTON ASSOCIATES, LTD, a Florida limited partnership, for and on behalf of said company and partnership. ~~She/He~~ is personally known to me or has produced _____ as identification.

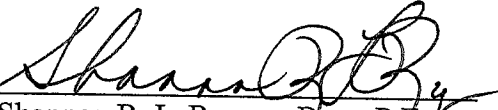


Joan Hurd
 Notary (Signature)

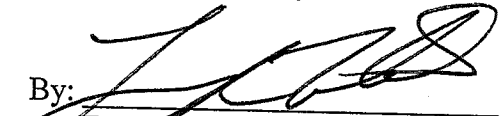
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 My Commission Expires: _____
 Commission Number: _____

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

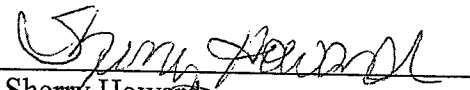
**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Shannon R. LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form
and Legal Sufficiency

By: 
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Sherry Howard
Deputy Director

Prepared by and return to:
Tammy K. Fields, Esq.
Palm Beach County Attorney's Office
P.O. 1989
West Palm Beach, FL 33402

PCN: 00-43-45-05-10-001-0000

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
AND MODIFICATION OF PROMISSORY NOTE**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND MODIFICATION OF PROMISSORY NOTE ("First Amendment and Modification") executed on August 1, 2013 by MARINA CLINTON ASSOCIATES, LTD., a Florida limited partnership (the "Mortgagor" or "Maker"), as party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Mortgagee" or "Holder") (which term as used in every instance shall include the Mortgagee's successors and assigns), as party of the second part;

WITNESSETH:

WHEREAS, Mortgagee is the owner of that certain Mortgage and Security Agreement ("Mortgage") executed by Marina Clinton Associates, Ltd., as Mortgagor, to the Mortgagee, on December 14, 2000, said Mortgage being recorded in Official Records Book 12202, Page 505, in the Public Records of Palm Beach County, Florida, on December 18, 2000, (the "Mortgage") and is the holder of a certain Promissory Note ("Note"), of which a copy is attached to the Mortgage, and recorded in Official Records Book 12202, Page 519, in the Public Records of Palm Beach County, Florida, in the original principal sum of TWO HUNDRED NINETY-ONE THOUSAND NINE HUNDRED FIFTY and 00/100 DOLLARS (\$291,950.00) (the "Note"); and

WHEREAS, the parties desire to amend the Mortgage and modify the Note as hereinafter set out.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Mortgagor to the Mortgagee, receipt of which is hereby acknowledged by Mortgagee, it is mutually understood and agreed that said Mortgage and Note be amended and modified as follows:

1. The term "Loan Documents" as used in the Mortgage and the Note shall be modified to include this First Amendment and Modification, and any other amendment and/or modification to the Loan Documents entered into by the parties whether or not specifically named.
2. The term "First Mortgage" as used in the Loan Documents shall mean the separate mortgage executed by Mortgagor in favor of Lancaster Pollard Mortgage Company, an Ohio corporation, dated August 1, 2013 in the amount of Eleven Million Nine Hundred Thousand and no/100 Dollars (\$11,900,000.00).
3. Mortgage, Page 2: The maturity date of the Note referenced therein is hereby extended to September 1, 2048.
4. Note, Paragraph 2(b): The Maturity Date as set forth therein is hereby extended to September 1, 2048.
5. Note, Paragraph 3: The following is added to the end of Paragraph 3:

Project Expenses means any usual and customary operating, development and financial costs associated with the Project, including, without limitation, any compliance monitoring fee, any financial monitoring fee, any replacement reserves, repair reserves, or other reserves or escrows required by any senior lienholder, any servicing fees and any debt service reserves or payments required by any senior lienholder, guaranty fees which are payable while any guarantees are in place. The term Project Expenses shall also include the management company's fee for providing professional customary management services for the Project on a day to day basis, including marketing, maintenance, leasing, compliance duties, management of budget, daily operations, and administrative expenses such as office supplies, postage/express mail, office equipment lease and repair (fax, copier, computers), telephone, internet, license, fees and permits, legal expenses, accounting and audit expenses, and resident services. Cash flow shall be reported annually by Maker using a form provided by Holder or, in the event Holder does not provide a form, using a form acceptable to Holder.

6. Maker acknowledges that the Holder requires payment of \$17,928.00 in deferred interest and \$91,248.00 in accrued interest on the principal balance of the Note for a total interest payment of \$109,176.00 in connection herewith, which Maker shall pay as set forth herein. Maker further acknowledges that the extension of the maturity date of the Note will require Holder to provide staff administrative resources that Holder had not planned on utilizing. As Holder has agreed to extend the maturity date of the Note in order to allow Maker to refinance its first mortgage, Maker shall pay Holder administrative/monitoring fees for the extension in installments as follows: \$12,627.46 for the first 5 years of the extension, \$14,638.69 for the next 5 years of the extension, and \$28,423.68 for the remainder of the extension. Maker shall pay Holder the first installment of \$12,627.46 now. The second installment in the amount of \$14,638.69 shall be due to Holder no later than May 31, 2018, and the final installment in the amount of \$28,423.68 shall be due to Holder no later than May 31, 2023. Concurrent with Maker's closing of the First Mortgage with Lancaster Pollard Mortgage Company, Maker shall deliver a check to Holder in the amount of \$125,727.14, payable to the Palm Beach County Board of County Commissioners. This payment represents payment of the deferred and accumulated interest required to be paid and the first installment of administrative/monitoring fees. The parties acknowledge that with this payment, all deferred interest and all accrued interest will have been paid through May 31, 2013. Interest shall begin to accrue again commencing on June 1, 2013.
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and have caused their seals to be affixed by their respective proper officers thereunto duly authorized.

Signed, sealed, and delivered in the presence of:

Kimberly Haley
 Witness Signature
Kimberly Haley
 Witness Name
Joan Hurd
 Witness Signature
JOAN HURD
 Witness Name

MARINA CLINTON ASSOCIATES, LTD., a Florida limited partnership
 By: M Bay Associates, LLC, a Florida limited liability company, its General Partner
 By: SCA Properties, LLC, a Florida limited liability company, its Manager
 By: *Garrett G. Carlson, Sr.*
 Garrett G. Carlson, Sr., Sole Manager

STATE OF FLORIDA
 COUNTY OF COLLIER

I HEREBY CERTIFY that on this date of June 7, 2013, before me JOAN HURD, an officer duly authorized in the State and County aforesaid to take acknowledgments, the foregoing instrument was acknowledged by GARRETT G. CARLSON, SR. as Sole Manager of SCA Properties, LLC, a Florida limited liability company, Manager of M Bay Associates, LLC, a Florida limited liability company, general partner of MARINA CLINTON ASSOCIATES, LTD, a Florida limited partnership, for and on behalf of said company and partnership. ~~She~~ He is personally known to me or has produced _____ as identification.

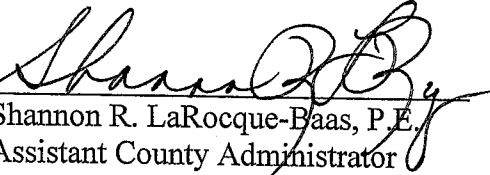


Joan Hurd
 Notary (Signature)

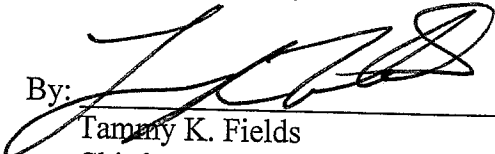
 Print/Type Name
 My Commission Expires: _____
 Commission Number: _____

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

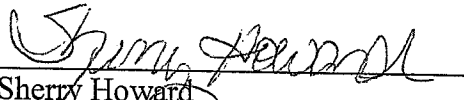
**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Shannon R. LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form
and Legal Sufficiency

By: 
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Sherry Howard
Deputy Director

Z:\SHIP\Marina Bay\1stAmend2000Mtg.004.clean.docx

Prepared by and return to:
Tammy K. Fields, Esq.
Palm Beach County Attorney's Office
P.O. 1989
West Palm Beach, FL 33402

PCN: 00-43-45-05-10-001-0000

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
AND MODIFICATION OF PROMISSORY NOTE**

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WITNESSETH:

WHEREAS, Mortgagee is the owner of that certain Mortgage and Security Agreement ("Mortgage") executed by Marina Clinton Associates, Ltd., as Mortgagor, to the Mortgagee, on July 26, 2005, said Mortgage being recorded in Official Records Book 19186, Page 36, in the Public Records of Palm Beach County, Florida, on September 2, 2005, (the "Mortgage") and is the holder of a certain Promissory Note ("Note"), of which a copy is attached to the Mortgage, and recorded in Official Records Book 19186, Page 50, in the Public Records of Palm Beach County, Florida, in the original principal sum of FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00) (the "Note"); and

WHEREAS, the parties desire to amend the Mortgage and modify the Note as hereinafter set out.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Mortgagor to the Mortgagee, receipt of which is hereby acknowledged by Mortgagee, it is mutually understood and agreed that said Mortgage and Note be amended and modified as follows:

1. The term "Loan Documents" as used in the Mortgage and the Note shall be modified to include this First Amendment and Modification, and any other amendment and/or modification to the Loan Documents entered into by the parties whether or not specifically named.
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4. Note, Paragraph 2(b): The Maturity Date as set forth therein is hereby extended to September 1, 2048.
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6. Maker acknowledges that the Holder requires payment of \$1,216.56 in deferred interest and \$2,707.12 in accrued interest on the principal balance of the Note for a total interest payment of \$3,923.68 in connection herewith, which Maker shall pay as set forth herein. Maker further acknowledges that the extension of the maturity date of the Note will require Holder to provide staff administrative resources that Holder had not planned on utilizing. The cost of monitoring shall be paid as part of the extension of Maker's 2000 mortgage with Holder. Concurrent with Maker's closing of the First Mortgage with Lancaster Pollard Mortgage Company, Maker shall deliver a check to Holder in the amount of \$3,923.68 interest, payable to the Palm Beach County Board of County Commissioners. This payment represents payment of the deferred and accumulated interest required to be paid. The parties acknowledge that with this payment, all deferred interest and all accrued interest will have been paid through May 31, 2013. Interest shall begin to accrue again commencing on June 1, 2013.
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8. All other terms and conditions of the original Mortgage and Security Agreement, and the Promissory Note, unless specifically changed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and have caused their seals to be affixed by their respective proper officers thereunto duly authorized.

Signed, sealed, and delivered in the presence of:

Kimberly Haley
Witness Signature

Kimberly Haley
Witness Name

Joan Hurd
Witness Signature

JOAN HURD
Witness Name

MARINA CLINTON ASSOCIATES, LTD., a Florida limited partnership

By: M Bay Associates, LLC, a Florida limited liability company, its General Partner

By: SCA Properties, LLC, a Florida limited liability company, its Manager

By: Scott S. Carlson
Garrett G. Carlson, Sr., Sole Manager

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this date of June 7, 2013, before me JOAN HURD, an officer duly authorized in the State and County aforesaid to take acknowledgments, the foregoing instrument was acknowledged by GARRETT G. CARLSON, SR. as Sole Manager of SCA Properties, LLC, a Florida limited liability company, Manager of M Bay Associates, LLC, a Florida limited liability company, general partner of MARINA CLINTON ASSOCIATES, LTD, a Florida limited partnership, for and on behalf of said company and partnership. ~~She~~He is personally known to me or has produced _____ as identification.

Notary Seal



Joan Hurd
Notary (Signature)


Print/Type Name _____

My Commission Expires: _____


Commission Number: _____

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

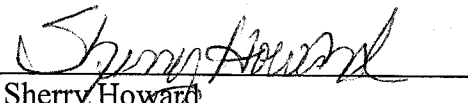
**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Shannon R. LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form
and Legal Sufficiency

By: 
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Sherry Howard
Deputy Director

**AMENDMENT 003 TO THE AGREEMENT
WITH
PAHOKEE HOUSING AUTHORITY, INC.**

Amendment 003 entered into on AUG 30 2013, by and between **Palm Beach County** and **Pahokee Housing Authority, Inc.**

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2012-1798) with the **Pahokee Housing Authority, Inc.**, on September 24, 2012, as amended by Amendment 001 (R2013-0144) on December 10, 2012, and Amendment 002 (R2013-0916) on April 16, 2013, to provide \$2,478,302.60 under the State of Florida's 2005 Disaster Recovery Initiative Program (DRI-2) for the use of Community Development Block Grant funds to demolish and reconstruct certain housing units at the McClure Village housing complex; and

WHEREAS, the parties wish to modify the Agreement; and

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

A. PART III - SECTION 1 - MAXIMUM COMPENSATION:

Replace "August 31, 2013" with "December 15, 2013".

B. PART III - SECTION 2 - TIME OF PERFORMANCE:

Replace "August 31, 2013" with "December 15, 2013".

C. EXHIBIT A - SECTION 1.1 - PERFORMANCE BENCHMARKS:

Replace "August 31, 2013" with "December 15, 2013" and replace "Exhibit F.2" with "Exhibit F.3".

D. EXHIBIT F - PERFORMANCE BENCHMARKS:

Replace "Exhibit F.2" with "Exhibit F.3" attached hereto.

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 BELOW)

PAHOKEE HOUSING AUTHORITY, INC.

By: Vera Hopson
Vera Hopson, Chair

By: Julia Hale
Julia Hale, Executive Director

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

By: Shannon LaRocque-Baas
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

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 F.3

PERFORMANCE BENCHMARKS

Activity 30b – Pahokee Housing Authority (PHA) Replacement Housing – McClure Village	
Performance Benchmarks	Date
Construction activities continue	August - September 2013
Construction substantially complete: Punch List developed and completed by contractor by	October 15, 2013
Engineer's Certificate of Completion issued; Final reimbursement request to Palm Beach County	November 1, 2013

THE BENCHMARKS NOTED ABOVE ARE USED BY THE COUNTY TO EVALUATE PAHOKEE HOUSING AUTHORITY'S PERFORMANCE UNDER THIS AGREEMENT. FAILURE TO MEET THESE GOALS MAY RESULT IN THE COUNTY'S RECAPTURE OF THE GRANT FUNDS FINANCING THIS PROJECT. FOLLOWING DEO APPROVAL, THESE BENCHMARKS MAY BE UPDATED BY DES TO REFLECT AN ACCURATE TIMELINE OF PROJECT COMPLETION.

**AMENDMENT 004 TO THE AGREEMENT
WITH
WEST PALM BEACH HOUSING AUTHORITY**

Amendment 004 entered into on JUL 19 2013, by and between **Palm Beach County and West Palm Beach Housing Authority**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2011-0615) with the **West Palm Beach Housing Authority** on December 7, 2010, as amended by Amendment No. 001 (R2011-0812) on June 7, 2011, Amendment No. 002 (R2012-0138) on October 22, 2011, and Amendment No. 003 (R2012-1811) on October 15, 2012 to provide \$2,471,537.65 under the State of Florida's 2005 Disaster Recovery Initiative Program - Supplemental Appropriation for hurricane hardening improvements at the Twin Lakes and Colony Oaks apartment complexes; and

WHEREAS, the parties wish to modify the Agreement to, among other things, extend the time of performance; and

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

A. PART III - SECTION 1 - MAXIMUM COMPENSATION:

Replace "July 22, 2013" with "December 15, 2013".

B. PART III - SECTION 2 - TIME OF PERFORMANCE:

Replace "July 22, 2013" with "December 15, 2013".

C. EXHIBIT "A" - SECTION II. I - WORK SCHEDULE:

Replace "July 22, 2013" with "December 15, 2013".

D. PART IV - SECTION 26 - EXCLUSION OF THIRD PARTY BENEFICIARIES

Add Section 26 to PART IV of the Agreement as follows:

26. 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.

E. EXHIBIT "E" - PERFORMANCE BENCHMARKS:

Delete Exhibit "E.1" and replace it with Exhibit "E.2" attached hereto.

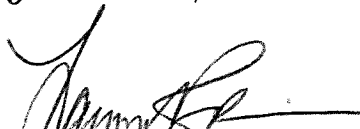
NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

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.

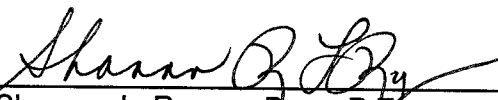
(AGENCY SEAL BELOW)

WEST PALM BEACH HOUSING AUTHORITY

By: 
Thyra Echols-Starr, Chair

By: 
Laurel Robinson, Executive Director

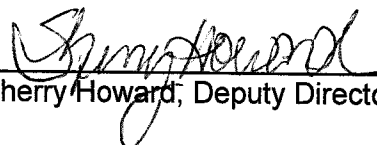
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY COMMISSIONERS**

By: 
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

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, Deputy Director

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EXHIBIT "E.2"

PERFORMANCE BENCHMARKS

Sub-recipient Name:	WEST PALM BEACH HOUSING AUTHORITY
Project Name:	Colony Oaks and Twin Lakes Properties

Performance Benchmarks – Colony Oaks	Date
Complete all construction activities	July 31, 2013
Complete final punch list items and obtain approvals from building department to close permits	Sept 30, 2013
Submit FINAL reimbursement request to PBC-DES	Nov 1, 2013

Performance Benchmarks –Twin Lakes	
Complete all construction activities	August 15, 2013
Complete final punch list items and obtain approvals from building department to close permits	Sept 30, 2013
Submit FINAL reimbursement request to PBC-DES	Nov 1, 2013

The Benchmarks noted above are used by the County to evaluate the West Palm Beach Housing Authority's performance under this Agreement. Failure to meet these goals may result in the County's recapture of the grant funds financing this project.

**AMENDMENT 005 TO THE AGREEMENT
WITH
WEST PALM BEACH HOUSING AUTHORITY**

Amendment 005 entered into on SEP 20 2013, by and between **Palm Beach County** and **West Palm Beach Housing Authority**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2011-0615) with the **West Palm Beach Housing Authority** on December 7, 2010, as amended by Amendment No. 001 (R2011-0812) on June 7, 2011, Amendment No. 002 (R2012-0138) on October 22, 2011, Amendment No. 003 (R2012-1811) on October 15, 2012 and Amendment No. 004 on July 19, 2013, to provide \$2,471,537.65 under the State of Florida's 2005 Disaster Recovery Initiative Program - Supplemental Appropriation for hurricane hardening improvements at the Twin Lakes and Colony Oaks apartment complexes; and

WHEREAS, the 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: COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT – SECTION 4 (3): SUBCONTRACTS

Delete this Section and replace with:

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to DES and must be approved by DES Director or his designee. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. 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 written approval of the DES Director or his designee.

B. PART III: COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT – SECTION 4 (5): REPORTS, AUDITS, AND EVALUATIONS

Delete this Section and replace with:

Payment may 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. Such determination shall be made by the County at its sole discretion.

C. PART III: COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT – SECTION 4 (7): PRIOR WRITTEN APPROVALS - SUMMARY

Delete this Section and replace with:

The following activities among others require the written approval of the DES Director or designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All change orders;
- (c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A

In certain circumstances, written approval from the State of Florida, Department of Economic Opportunity (DEO) is required. DES's written approval will not be issued until an official determination has been made by DEO regarding the eligibility of the activity, change order or circumstance presented by the Agency to DES.

D. PART IV: GENERAL CONDITIONS – SECTION 4: EVALUATION AND MONITORING

Delete this Section and replace with:

The Agency agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES or the County and that payment, reimbursement, or the continuation of this Agreement may be dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Such determination shall be made by the County at its sole discretion. The Agency agrees to furnish upon request to DES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES or the County. The Agency shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Agency shall provide information as requested by DES to enable DES to complete reports required by the County, the State, or HUD. The Agency shall allow DES, the County, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by DES, the State, or HUD.

E. EXHIBIT A - WORK PROGRAM NARRATIVE - PART II – SECTION A: PROJECT SCOPE - (a): NOTE 3:

Delete this Section and replace with:

NOTE 3: The Agency shall not undertake the construction contract for this component of the project until sufficient funding is available to complete the established scope of work. After awarding any subcontracts, the Agency shall obtain DES's written approval of any change orders to all subcontracts. Furthermore, after awarding any construction sub-contracts, the Agency shall provide DES with a copy of the executed documents.


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

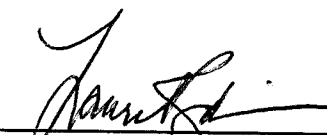
All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Amendment 005 as of the day and year first written above.

(AGENCY SEAL BELOW)


WEST PALM BEACH HOUSING AUTHORITY

By: 
Thyra Echols-Starr, Chair

By: 
Laurel Robinson, Executive Director

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


FOR ITS BOARD OF COUNTY COMMISSIONERS

By: 
Shannon R. LaRocque
Assistant County Administrator

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, Deputy Director

**AMENDMENT 006 TO THE AGREEMENT
WITH
HOUSING PARTNERSHIP, INC.**

Amendment 006 entered into on FEB 15 2013, by and between **Palm Beach County** and the **Housing Partnership, Inc.**

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2010-0900) with Housing Partnership, Inc., on April 1, 2010, as amended on March 15, 2011, by Amendment 001 (R2011-0390), and Amendment 002 (R2011-0391) by Amendment 003 (R2012-0126) on October 31, 2011, by Amendment 004 (R2012-1007) on April 18, 2012, and by Amendment 005 (R2013-0149) on December 26, 2012, to provide \$809,868.03 of Neighborhood Stabilization Program I Grant funds for the acquisition and rehabilitation of properties; and

WHEREAS, the 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 "February 15, 2013" with "September 30, 2013"; and replace "\$809,868.03" with "\$864,828.03".

Delete the last sentence and replace it with the following:

"Funds not requested, and approved by DES for reimbursement, by September 30, 2013, shall remain with the County and no longer be eligible for reimbursement to the Agency."

Add the following paragraph:

The Agency recognizes that the \$54,960 increase in funds made available herein is derived from NSP I program income and authorized pursuant to Part III.4 (8) of the Agreement, as amended. Total funding in the amount of \$54,960 is authorized solely for renovations at 134 7th Street (PCN 30-42-41-01-28-000-0040) in the amount of \$21,605 and 800 Iroquois Street (PCN 30-42-41-02-03-018-0120) in the amount of \$28,355, pursuant to bids received by the Agency. The use of said funds is governed by the requirements of the Agreement, as amended. Contained within the total allocation is \$5,000, reserved for contingency items, the use of which by the Agency must be reviewed and approved by the County in advance.

B. PART III – SECTION 2 – TIME OF PERFORMANCE

The following is added to the end of this section:

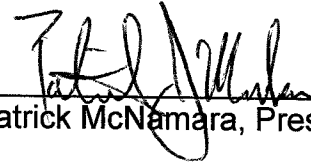
All DES approved items funded through this program income allocation related to the renovation of 134 7th St. and 800 Iroquois St., including the Agency's request for reimbursement of funds, must be completed no later than September 30, 2013. The March 4, 2014, deadline for the sale of the properties shall remain unchanged.


NOW THEREFORE, 1) all items in the 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.

HOUSING PARTNERSHIP, INC.

(AGENCY SEAL BELOW)


HOUSING PARTNERSHIP, INC.

By: 
Patrick McNamara, President

By: 
Stephen Sussman, Secretary

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

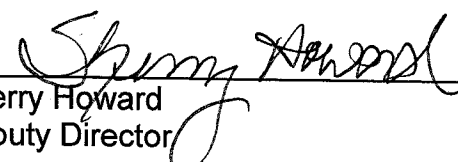
**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Shannon R. LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and
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Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Tammy K. Fields
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director

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