

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

Meeting Date:	November 18, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Department of Economic Sustainability

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to Receive and File: one (1) Agreement, one (1) Amendment to Agreement, and two (2) Amendments to Loan Agreement, as follows:


- A) Agreement with Housing Partnership, Inc. under the Neighborhood Stabilization Program 1 (NSP1);
- B) Amendment No. 005 to the Agreement (R2010-1752) with Word of Faith Community Development Corporation under the Home Investment Partnership Program (HOME);
- C) Amendment No. 003 to the Loan Agreement (R2013-1806) with La Joya Villages, Ltd. under HOME; and
- D) Amendment No. 004 to the Loan Agreement (R2013-1806) with La Joya Villages, Ltd. under HOME.

Summary: In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached documents have been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator, or designee, in accordance with Resolutions and Agenda Items R2008-2154, as amended by R2011-1384, 5B-4 and 3I-4, as approved by the Board of County Commissioners on November 11, 2008, September 13, 2011, September 10, 2013 and April 1, 2014. These executed documents are now being submitted to the BCC to receive and file. **Federal NSP1 funds do not require a local match and the HOME Program matching requirement is met from State funds allocated under the State Housing Initiatives Partnership Program.** (DES Contract Development) Districts 3 and 7 (TKF)

Background and Justification: On April 1, 2010, the County entered into an Agreement (R2010-0900) with the Housing Partnership, Inc., as amended on March 15, 2011 by Amendment No. 001 (R2011-0390) and Amendment No. 002 (R2011-0391), on October 31, 2011, by Amendment No. 003, on April 18, 2012, by Amendment No. 004 (R2012-1007), on December 26, 2012 by Amendment No. 005 (R2013-0149), and on February 15, 2013 by Amendment No. 006 (R2013-1646), to provide \$864,828.03 in NSP1 funds for the acquisition, rehabilitation and re-sale of properties to eligible homebuyers. To date, Housing Partnership, Inc. has acquired and rehabilitated six (6) homes and sold four (4). On October 15, 2014, the County entered into an Agreement with the Housing Partnership, Inc. to provide additional time for the sale of the final two (2) homes acquired through NSP1. **(Continued on Page 3)**

Attachments: Documents as listed in A through D above.

Recommended By:		10-28-14	
	Department Director	Date	

Approved By:		11/12/14	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	\$237,656				
External Revenues	(\$237,656)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No

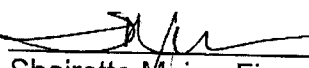
Budget Account No:

Fund 1103 Dept 143 Unit 1434 Object 8201 Program Code/Period Varies

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


Approval of this agenda item will allocate \$237,656 in additional HOME funds to Word of Faith Community Development Corporation.

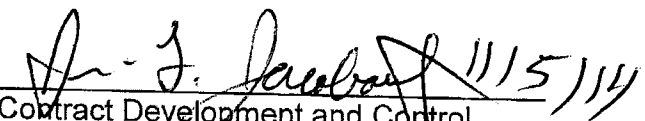
C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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


OFMB 11/4/14
11/4


Contract Development and Control
11-5-14 11/5/14

B. Legal Sufficiency:


Chief Assistant County Attorney
11/6/14

C. Other Department Review:

Department Director

Background and Justification: (Continued from Page 1)

On October 19, 2010, the County entered into an Agreement (R2010-1752) with Word of Faith Community Development Corporation as amended on October 18, 2011, by Amendment No. 001 (R2011-1618), on December 18, 2012, by Amendment No. 002 (R2012-1891), on September 10, 2013, by Amendment No. 003 (R2013-1171), and on April 28, 2014, by Amendment No. 004 (R2014-0777), to provide \$765,728.55 of HOME funds for the acquisition and rehabilitation of four (4) properties. Amendment No. 005 provided \$237,656 in additional HOME funding, increased the number of units to be acquired/rehabilitated to five (5) and revised expenditure and project completion dates.

On October 30, 2013, the County entered into a Loan Agreement (R2013-1806) with La Joya Villages Ltd. as amended on February 26, 2014, by Amendment No. 001 (R2014-0516), and on May 29, 2014, by Amendment No. 002 (R2014-1047), to provide \$600,000 of HOME funds for the construction of a 55-unit affordable housing community known as La Joya Villages. Amendment No. 003 and Amendment No. 004 extended the loan closing date to September 11, 2014, and December 11, 2014, respectively.

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

HOUSING PARTNERSHIP, INC.

THIS AGREEMENT, entered into on OCT 15 2014 by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **Housing Partnership, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 2001 West Blue Heron Boulevard, Riviera Beach, FL 33404, and its Federal Tax Identification number as 59-2704597.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for the use of grant funds made available under the Housing and Economic Recovery Act of 2008 (HERA); and

WHEREAS, these grant funds were made available pursuant to the authority of Sections 2301-2304 of HERA, which established the Neighborhood Stabilization Program (NSP); and

WHEREAS, Palm Beach County wishes to use grant funds provided under NSP for the herein described project; and

WHEREAS, Housing Partnership, Inc., having entered into a prior Agreement with Palm Beach County (R2010-0900) dated April 1, 2010, as amended by Amendment 001 (R2011-0390) on March 15, 2011, Amendment 002 (R2011-0391) on March 15, 2011, Amendment 003 (R2012-0126) on October 31, 2011, Amendment 004 (R2012-1007) on April 18, 2012, Amendment 005 (R2013-0149) on December 26, 2012, and by Amendment 006 (R2013-1646) on February 15, 2013 (collectively hereinafter the "First Agreement"), to provide \$864,828.03 of Neighborhood Stabilization Program I Grant funds for the acquisition, rehabilitation and sale of properties, **Housing Partnership, Inc.** was not able to meet the deadline for the sale of houses prior to the expiration of the First Agreement, and both parties agree that it is beneficial to allow **Housing Partnership, Inc.** additional time to sell its remaining houses by entering into this Agreement; and

WHEREAS, Palm Beach County desires to engage the **Housing Partnership, Inc.**, to implement the herein described project; and

WHEREAS, the **Housing Partnership, Inc.**, wishes to enter into this Agreement to implement the herein described project; and

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

PART I

DEFINITION AND PURPOSE

1. DEFINITIONS

- (1) "County" means **Palm Beach County**.
- (2) "HERA" means the Housing and Economic Recovery Act of 2008 (HERA).
- (3) "NSP" means the Neighborhood Stabilization Program as authorized under Sections 2301-2304 of HERA.
- (4) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
- (5) "DES" means Palm Beach County Department of Economic Sustainability
- (6) "Agency" means the **Housing Partnership, Inc.**
- (7) "DES Approval" means the written approval of the DES Director or his designee.
- (8) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (9) "Low and moderate income persons" means the definition set by HUD.

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

PROJECT SCOPE, ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

1. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to implement the project outlined in Exhibit "A" as attached hereto and made a part hereof.

2. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall sell the property(s) acquired and rehabilitated with NSP1 funding under the Acquisition and Rehabilitation eligibility category to qualified low-moderate- middle- income buyers pursuant to income qualification guidelines set forth herein. The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low-Moderate and Middle- Income Persons**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(3) – Housing Activities and Federal Register-5255-N-01.

PART III

COMPENSATION, TIME OF PERFORMANCE, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Parties acknowledge that funding was provided for the acquisition and rehabilitation of the properties referenced herein as part of the First Agreement whereby the County provided an allocation of \$864,828.03 for eligible NSP1 expenses.

2. TIME OF PERFORMANCE

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 required hereunder shall be completed by the Agency prior to September 30, 2015.

3. **REIMBURSEMENTS TO THE AGENCY**

The Agency acknowledges that all reimbursements requested under First Agreement have been received.

4. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Agency shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes and with the procedures outlined in DES Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County may have a financial systems 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 if the project is being managed in accordance with Federal, State, and County requirements.

(C) **SUBCONTRACTS**

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 approved by DES prior to execution of any subcontract hereunder. 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 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."

(D) **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 Code, as well as Federal Management Circulars A-110, A-122, and 24CFR Part 84, which are incorporated herein by reference.

(E) **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.

(F) **ADDITIONAL DES, COUNTY, AND HUD REQUIREMENTS**

DES shall have the right under this Agreement to suspend or terminate payments if after 15 days written notice the Agency has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or HUD.

(G) PRIOR WRITTEN APPROVALS-SUMMARY

The following activities among others require the prior 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 capital equipment expenditures of \$1,000 or more;
- (c) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders; and
- (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 out of CDBG funds, whether for merit or cost of living.

(H) 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 DES. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Agreement. 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 ground of sex, race, color, disability, national origin, religion, age, financial status, familial status, marital status, sexual orientation, gender identity or expression, or genetic information 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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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 business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by HUD.

3. EVALUATION AND MONITORING

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 is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. 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 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 or HUD.

4. **GENERAL COMPLIANCE**

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **AUDITS AND INSPECTIONS**

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

If during the year, the Agency expends over \$500,000 of Federal awards, the Agency shall comply with the provisions of OMB Circular A-133. The Agency shall 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 the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds 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 Agency shall submit audited financial statements and/or the County reserves the right 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. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. **REVERSION OF ASSETS**

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Agency shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. **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 be made available to the County by the Agency at

any time upon request by the County or DES. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

9. **INDEMNIFICATION**

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, its employees and elected officers harmless from and against any and 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 the performance of the terms of this Agreement, or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

10. **INSURANCE**

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(A) **COMMERCIAL GENERAL LIABILITY**

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

(B) **BUSINESS AUTOMOBILE LIABILITY**

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

(C) **WORKERS COMPENSATION INSURANCE**

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

(D) **ADDITIONAL INSURED**

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

(E) **CERTIFICATE OF INSURANCE**

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of this Agreement by the County. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The Certificate of Insurance shall be issued to and delivered to:
Palm Beach County Board of County Commissioners
c/o Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

(F) **RIGHT TO REVIEW AND ADJUST**

The Agency shall agree that 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, 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.

11. **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.

12. **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 target areas or any parcels therein, 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 DES 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 low and moderate-income residents of the project target area.

13. **CITIZEN PARTICIPATION**

The Agency shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents 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 DES in the implementation of the Citizen Participation Plan, as requested by DES.

14. **RECOGNITION**

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

15. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a 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, A-133, and 24CFR Part 84
- (3) Title VI of the Civil Rights Act of 1964, the 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, and 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) Florida Statutes, Chapter 112;
- (7) Palm Beach County Purchasing Code;
- (8) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (9) The Housing and Economic Recovery Act of 2008 (HERA);
- (10) The Agency's personnel policies and job descriptions;
- (11) The Agency's incorporation Certificate and Articles of Incorporation;
- (12) The Agency's By-laws;
- (13) The Agency's Certificate of Insurance;
- (14) Current list of the Agency's officers and members of its Board of Directors; and
- (15) Proof of the Agency's 501(c)(3) certification from the Internal Revenue Service.

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

16. TERMINATION AND SUSPENSION

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 or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the 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 early 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.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

17. **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.

18. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or 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.

19. **NOTICES**

All notices required to be given under this Agreement shall be sufficient when delivered to:

COUNTY
Department of Economic Sustainability
c/o Edward J. Lowery, J.D., Director
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

AGENCY
Housing Partnership, Inc.
2001 West Blue Heron Blvd.
Riviera Beach, FL 33404

20. **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, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

21. **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.

22. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

23. DRUG - FREE WORKPLACE

The Agency shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

24. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

25. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from DES.

26. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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.

27. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty-three (23) 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.

28. 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.

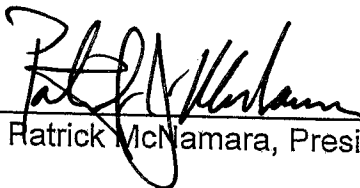
29. ENTIRE UNDERSTANDING

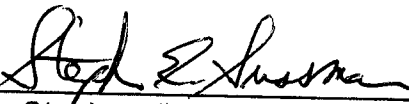
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this 15 day of October, 2014.

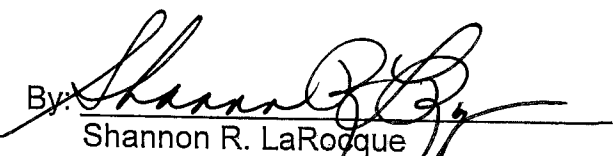
(AGENCY SEAL BELOW)

HOUSING PARTNERSHIP, INC.

BY: 
Patrick McNamara, President

By: 
Stephen Sussman, Secretary

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

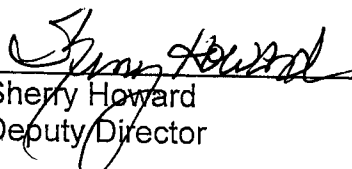
By: 
Shannon R. LaRoque
Assistant County Administrator

Date: 10-15-14

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

Z:\NSP1\Housing Partnership\Agreement___No2__9_3_2014.docx

EXHIBIT A
WORK PROGRAM NARRATIVE

A. PRIOR AGREEMENTS:

The project contained in this Agreement is a continuation of the project contained in the First Agreement. The terms and conditions of the First Agreement are incorporated herein by reference. Changes have been made to this Agreement in order to update project requirements and to provide the Agency additional time to implement the project in compliance with NSP requirements and regulations. The parties acknowledge that the only work remaining is the sale of two (2) single family homes acquired pursuant to the First Agreement.

B. GENERAL PURPOSE OF THIS AGREEMENT:

The general purpose of this Agreement is to set forth the program requirements and provide the Agency additional time to sell the two (2) single family homes noted below.

C. PROPERTIES TO BE SOLD BY THE AGENCY:

The Agency agrees to sell the following properties, acquired and rehabilitated with NSP1 funds provided by the County under the First Agreement, to qualified buyers:

- 403 Reo Drive, Jupiter (PCN: 30-42-41-01-012-0020)
- 800 Iroquois Street, Jupiter (PCN: 30-42-41-02-03-018-0120)

D. BENEFICIARIES AND QUALIFIED BUYERS

The Agency shall assure that the properties will be sold to households defined as Middle Income Households (MIH), whose incomes are at or below one hundred and twenty percent (120%) of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, or by households defined as Very-Low Income Households (VLIH), whose incomes are at or below fifty percent (50%) of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES at its sole discretion. The Agency understands that the median income levels may be adjusted from time to time.

E. RESALE OF PROPERTIES ACQUIRED FOR OWNER OCCUPANTS**1. The Resale Price and DES Approval**

The Agency shall, after obtaining DES written approval, sell each property it acquires for resale at a price acceptable to DES. The Resale Price shall be the appraised value of the property as determined in connection with the resale transaction. The price may not exceed the fair Market Value as determined by the appraisal. **The Agency shall obtain DES approval of the Resale Price of each property for resale.**

2. Homebuyer Subsidy

The Agency shall provide a Homebuyer Subsidy to each prospective homebuyer who is purchasing a property acquired by the Agency for resale and whose income eligibility has been approved by DES as described below. The Homebuyer Subsidy shall be equivalent to thirty percent (30%) of the Resale Price of the property and shall be provided at the closing for the sale of the property. The Homebuyer Subsidy may be used to reduce a homebuyer's principal loan amount, pay closing costs, pay a portion of the down payment required by the homebuyer's mortgage lender, or another use as determined by DES. The Homebuyer Subsidy amount shall be secured by the herein described Mortgage and Restrictive Covenants in favor of the County.

3. Income Verification and Affordability Review of Prospective Homeowner

The Agency shall income-certify each prospective purchaser of each property intended for resale in order to determine that the household is income qualified at the income level associated with the desired property, 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 Part 5 method to determine income qualification. Upon request, DES shall provide a template for income calculation worksheet based on Part 5 definitions of determining income. At such time, 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.

After the Agency has income certified each prospective purchaser, the Agency shall submit said documentation to DES for approval. Such income certification shall be valid for a six (6) month period after which the Agency shall be required to obtain an updated income certification if the prospective purchaser has not closed on the acquisition of the desired property. Updated income certifications shall be submitted to DES for approval.

4. Closing Requirements

The Agency shall, at the closing, cause each DES approved prospective purchaser to execute a Mortgage and Restrictive Covenants, included herein as Exhibit B. In exchange for the receipt of said Mortgage and Restrictive Covenants the County shall release the Declaration of Restrictions encumbering the property. The release of the restrictions created by the Declaration of Restrictions shall be accomplished by means of the execution and delivery at closing of a Release of Restrictions, included herein as Exhibit C. Furthermore, the execution and delivery of said Release of Restrictions 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 County recognizes that the approved prospective purchasers may seek funding for the purchase of the property, and that such funding is anticipated to be secured by mortgage instrument(s) to be held by an independent institutional mortgage lender(s). During the term of this Agreement, should such proposed independent institutional mortgage holder request that its mortgage be held in a superior position to the County's interest in the property as established through the aforesaid Mortgage and Restrictive Covenants, the Agency shall request the County in writing on behalf of the approved prospective purchaser to, concurrent with the release of its interest in such Declaration of Restrictions, accept the aforesaid Mortgage and Restrictive Covenants in a subordinate position to that of the independent institutional mortgage holder.

The Agency shall cause the recording of the Release of Restrictions and the Mortgage and Restrictive Covenants in the public records of Palm Beach County, and thereafter cause the original Mortgage and Restrictive Covenants to be provided to the County.

5. Mandatory Counseling

Prior to closing, each prospective purchaser shall attend the required eight (8) hour housing counseling classes given by a HUD-certified counseling agency. 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 a HUD-certified counseling agency.

6. Closing Statement

In order to assure that the above specified requirements for the conveyance of properties acquired by the Agency hereunder for resale 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.

7. Program Income

The Agency shall comply with the program income requirement imposed by HERA and NSP in connection with the sale of the property. In general, the net proceeds of the sale less the Agency's reasonable carrying costs are program income, and shall be paid to the County.

8. Property Close-Out and Program Income Calculation

The Agency shall provide the County the Program Income derived from the sale of each unit within forty-five (45) days of each property's closing. The Agency's Program Income liability to the County shall be the rental proceeds, if any, plus the final sale price, (less closing costs listed on the HUD-1) less the Agency's carrying costs of the property from their time of purchase.

Documentation satisfactory to DES at its sole discretion must accompany all expenses claimed as carrying costs which are deducted from the income earned by the property sale and/or rental.

The Agency shall prepare a detailed accounting of the aforementioned income and expenses and submit same to DES for review and approval. Following DES review and approval, the Agency shall submit to DES a check payable to the Palm Beach County Board of County Commissioners for the amount of income earned on the property less the eligible, DES approved expenses/carrying costs.

The Agency shall issue a check to the County only following DES's approval of the Agency's carrying costs/expenses for the property. Program Income shall be delivered to the County's DES office at 100 Australian Avenue – Suite 500, West Palm Beach 33406.

F. RENTAL OF PROPERTIES

The following shall apply to properties acquired by the Agency under the First Agreement that are or may be rented by the Agency:

1. **Rental Rates and Affordable Period:** Properties acquired by the Agency through this Agreement that are to be leased by the Agency shall comply with the following:
 - a. Rental properties to be occupied by Very-Low Income Households whose incomes, adjusted by family size, are at or below fifty percent (50%) of the Area Median Income (hereinafter "AMI"), shall, at the time these properties are first occupied, and thereafter, at any time new tenants occupy these properties, and for a period of at least fifteen (15) years, be leased at a rate such that the tenant's payment is no more than the Low 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 Low 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. AMI shall mean the most current area median income published by HUD for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

- b. Rental properties to be occupied by Middle Income Households whose incomes, adjusted by family size, are more than fifty percent (50%) of AMI, but no more than eighty percent (80%) of AMI, shall, at the time these properties are first occupied, and thereafter, at any time new tenants occupy these properties, and for a period of at least fifteen (15) years, 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.
- c. Rental properties to be occupied by Middle Income Households whose incomes, adjusted by family size, are more than eighty percent (80%) of AMI, but no more than one hundred and twenty percent (120%) of AMI, shall, at the time these properties are first occupied, and thereafter, at any time new tenants occupy these properties, and for a period of at least fifteen (15) years, be leased at a rate such that the tenant's payment is no more than the Fair Market Rents 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 Fair Market Rents, by bedroom size, shall be as published by HUD for existing housing, for comparable units in the area, pursuant to 24 CFR Part 888.111.

The Agency shall request DES for a chart showing the applicable income limits, the Low HOME Rent Limit, High HOME Rent Limit, the Fair Market Rents, and the Section 8 Existing Housing Allowances for Tenant-Furnished Utilities and Other Services. The Agency shall obtain DES approval of each tenant prior to leasing the properties it has acquired through this Agreement. Tenants in rental properties whose incomes no longer meet federal income guidelines shall have their rents adjusted in accordance with applicable federal guidelines. Rental properties acquired hereunder 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 shall establish, or cause to be established, a segregated interest-bearing replacement reserve depository account ("Repair & Replacement Reserve Account") for rental properties. The Agency shall make monthly deposits totaling no less than 2.5% of each monthly rental payment into the Repair & Replacement Reserve Account. The Agency may withdraw funds from the Repair & Replacement Reserve Account solely to fund capital improvements for the rental properties, such as replacing or repairing structural elements, fixtures or equipment that are reasonably required to preserve these properties. 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.
4. **Tenant Selection:**
 - i) 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.
 - ii) 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.
 - iii) 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.
 - iv) The Agency shall utilize leases which require parents to be held legally and financially liable for the acts of their children, and which allow the Agency 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 area residents the right to quiet and peaceful enjoyment of their homes or businesses.
 - v) The Agency may not terminate the tenancy or refuse to renew the lease of a tenant at a property acquired hereunder, 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.
 - vi) The Agency is prohibited, from including any of the following lease terms in the Lease Agreement of rental properties:
 - **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;
 - **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;
 - **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;
 - **Waiver of Notice:** Agreement of the tenant that the Agency may institute a lawsuit without notice to the tenant;

- 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;
- Waiver of a Jury Trial: Agreement by the tenant to waive any right to a trial by jury;
- 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
- 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.

5. **Leases to be Maintained:** The Agency shall, for each household that is leased a rental property, maintain a file that, at minimum, contains the following:

- i) 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;
- ii) At the time a rental property is first occupied, and thereafter, at any time new tenants occupy rental properties, 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. Household income computation shall follow the HUD Part 5 method (24 CFR 5.609);
- iii) A copy of the HUD income levels in effect at the time the initial lease and lease renewals are signed;
- iv) A computation sheet and supporting documentation demonstrating that the rent charged by the Agency is at the applicable rental rate specified herein;
- v) An original of all executed leases with the applicant/tenant identifying the unit number/address and the rental rate;
- vi) A copy of the herein described criminal and credit background check; and
- vii) Any other documentation evidencing the Agency's compliance with this Agreement.

6. **Termite Inspection Report:** For property acquired rental, 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.

7. **Program Income:** The Agency shall comply with the program income requirement imposed by HERA and NSP. In general, for as long as the Agency owns the property, rents collected, net of all reasonable operating expenses (including replacement reserves, management fees, common areas maintenance and utilities, etc.) are program income, and shall be paid to the County. The Agency shall submit a budget to DES for its rental properties. The budget shall show the Agency's projected income and expenses. The Agency shall, thereafter, submit a budget annually.

Furthermore, the Agency understands that program income requirement imposed by HERA and NSP also apply to the Agency's eventual sale of the rental property, and the Agency, accordingly, shall comply with these program income requirements at the time of such sale.

8. **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 Exhibit A - Section E of this Agreement.

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

- G. **REPORTS:** The Agency shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit D to this Agreement. Each Report must account for the Agency's activity under this Agreement. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

EXHIBIT B

Return to:
Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by:

MORTGAGE AND RESTRICTIVE COVENANTS

THIS MORTGAGE and Restrictive Covenants (hereinafter referred to as "Mortgage") is made this _____ day of _____ 20_____, by _____, his/her/their successors and heirs, hereinafter "Participant".

WHEREAS, the Participant has been approved by Palm Beach County to acquire title to the below-described real property, located, situate, and being in Palm Beach County, Florida:

Legal Description, PCN and Address

(hereinafter referred to as "Property")

WHEREAS, Palm Beach County provided grant funding to _____ Agency to acquire and rehabilitate the Property, and

WHEREAS, _____ Agency, in compliance with its obligations to Palm Beach County, and in exchange for the receipt of said funds to acquire and rehabilitate the Property, has sold the Property to the Participant, and

WHEREAS, the Participant has applied to for approval to purchase the Property from _____ Agency, and has been approved by Palm Beach County to purchase the Property, and

WHEREAS, Palm Beach County expended \$_____ above the price being paid by the Participant to purchase the Property, and

WHEREAS, in exchange for such approval by Palm Beach County, and Palm Beach County's expenditure of \$_____, the Participant hereby agrees to purchase the Property subject to certain restrictive covenants hereinafter set forth in favor of:

PALM BEACH COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County").

NOW THEREFORE, in accord and with the foregoing exchange of covenants and consideration, the Participant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth.

1. The Participant shall occupy the Property without undue delay, and reside in the Property as the Participant's principal place of residence for a continuous period of fifteen (15) years from the date first above written, except as otherwise approved in writing by the County on a case by case basis when conditions make compliance with these covenants infeasible as determined by the County in its sole discretion.
2. The Participant shall permit reasonable inspections of the Property at reasonable times by the County or its agents, when deemed necessary by the County, for the purpose of determining compliance with the terms of this Mortgage.

3. The Property, or any part thereof, or interest therein, may not be rented leased, or occupied by persons other than the Participant and family as described in the application submitted by the applicant to the County, except as an extension of such original household unit and not as a separate household unit.
4. Title to the Property may be voluntarily transferred by the Participant to another Participant only if such other Participant has been approved by the County in its sole discretion in writing as being a low/moderate income household or the then equivalent as defined by the U. S. Department of Housing and Urban Development. Such other approved Participant shall then abide by these covenants for the remainder of the fifteen (15) year term.
5. In the event the Property is leased, rented, or otherwise not occupied by the Participant, or in the event title to the Property is otherwise voluntarily or involuntarily transferred or conveyed to a person or persons not approved in writing by the County as another Participant, at any time during the aforesaid fifteen (15) year term, then the Participant hereby agrees to pay the County \$_____, at the time of occurrence of any such event.
6. The term of these restrictive covenants shall expire upon the completion of the fifteen (15) year occupancy requirement as set forth above. Upon compliance by the Participant of all the terms and conditions as set forth in this Mortgage, the County shall, upon request by the Participant, and at the County's expense, prepare and record a Certificate of Compliance releasing the Participant and Property from the obligations set forth in this Mortgage.
7. The Participant acknowledges and covenants that the provisions specified below constitute a default under this Mortgage for which there may be a forfeiture of the Participant's title to the Property:
 - A. Non-performance by the Participant of any covenant contained herein;
 - B. Failure of the Participant to perform any covenant, agreement, term or condition in any instrument including a lien upon the Property or part thereof; and
 - C. The County's discovery of Participant's failure, in the application submitted to the County by the Participant, to disclose any fact deemed by the County to be a material fact on the basis of which the Participant was qualified under said program, or the County's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Participant.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Participant of its determination that the Participant is in default of the terms of this Mortgage, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Mortgage, 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 Participant 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 six (6) 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.

8. If the Participant fails, neglects or refuses to perform any of the material provisions, terms and conditions set forth herein, for any material breach of this Mortgage, the County shall have the right to file in court of competent jurisdiction an action for:
 - A. Forfeiture of all Participant's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Mortgage.
 - B. Due and unpaid real estate taxes, assessments, charges and penalties for which the Participant is obligated to pay.

In addition to a 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 of remedy available under this Mortgage 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. Participant shall pay any reasonable expenses, including reasonable attorney's fees and cost incurred by the County, in connection with the exercise of any right or remedy by the County, under this Mortgage 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 Mortgage 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 Mortgage, the County shall first give Participant written notice of the default complained of which such notice shall be given to the Participant at the address of the Property. Participant shall then have ten (10) working days from the date such notice is given to cure or correct any default.

9. The Participant shall cause this Mortgage to be recorded in the Public Records of Palm Beach County, Florida.

10. All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by the messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5 PM on a business day and on the next business day if transmitted after 5 PM or a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- A.

County:
Palm Beach County Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
- B.

Participant:

SIGNED, SEALED, AND DELIVERED IN
THE PRESENCE OF:

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

Participant Name: Participant Signature: X _____
Participant Name: Participant Signature: X _____

STATE OF FLORIDA
PALM BEACH COUNTY

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

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

EXHIBIT C

Return to:
Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by:

RELEASE OF RESTRICTIONS

Palm Beach County, a political subdivision of the State of Florida, the owner and holder of a certain _____ executed by the _____, a not for profit corporation duly organized and existing under the laws of the State of Florida, having its principal office at _____, ("Grantor"), to Palm Beach County, bearing the date of _____, recorded in Official Records at Book _____, Page _____, of the Office of the Clerk and Comptroller of Palm Beach County, Florida, and containing certain conditions restrictions, promises, and obligations made by the Grantor of said _____ in connection with the property situate in said county and state, and described as follows, to wit:

LEGAL DESCRIPTION HERE

hereby releases its interest in the above stated _____.

Signed, sealed and delivered
in the presence of:

WITNESS my hand and seal this _____ day
of _____, 20____.

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

By: Edward W. Lowery, Director Department of Economic Sustainability X _____
Approved as to Form and Legal Sufficiency By: Tammy K. Fields, Chief Assistant County Attorney X _____

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Edward W. Lowery, who is personally known to me or who has produced N/A as identification and who did not take an oath.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

EXHIBIT D

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY

MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: _____
Sub-Recipient Name:	Housing Partnership, Inc.
Project Name:	NSP 1: Property Re-sale of Two Single Family Homes
Report Prepared By:	
	Name _____ Signature _____ Date _____

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: NSP Funds: \$ 0 Other Funds: \$ _____

Amounts Expended to Date:

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
NSP Funds:	\$ 0	\$ 0	% 0
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

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

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: _____

Name & Title of Agency Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CREIS
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

AMENDMENT 005 TO THE AGREEMENT
WITH
WORD OF FAITH COMMUNITY DEVELOPMENT CORPORATION

Amendment 005 entered into on SEP 26 2014, by and between **Palm Beach County ("County")** and **Word of Faith Community Development Corporation ("Agency")**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2010-1752) with Word of Faith Community Development Corporation on October 19, 2010, as amended by Amendment 001 (R2011-1618) on October 18, 2011, by Amendment 002 (R2012-1891) on December 18, 2012, by Amendment 003 (R2013-1171) on September 10, 2013, and by Amendment 004 (R2014-0777) on April 28, 2014, to provide \$765,728.55 of HOME Investment Partnerships (HOME) Program funds for the acquisition and rehabilitation of single family homes for occupancy by eligible households; and

WHEREAS, the Agency was obligated to acquire and rehabilitate at least three (3) properties and was provided an Additional Allocation via Amendment 004 to acquire and rehabilitate at least one (1) additional property; and

WHEREAS, both parties wish to modify the Agreement to further increase the project's Additional Allocation by \$237,656, to provide additional resources for the purchase and rehabilitation of at least one (1) additional unit, thereby bringing the number of units funded by this Agreement to a minimum of five (5), and establish expenditure deadlines for the additional funding, and

WHEREAS, both parties desire to further amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. PART III - SECTION 1 - MAXIMUM COMPENSATION

Replace "765,728.55" with "\$1,003,384.55"

Delete the last sentence of the first paragraph and replace it with the following language:

"A minimum of \$473,985.89, (the "Revised Additional Allocation") must be expended on eligible expenses, including the purchase/rehabilitation of at least two (2) units, with reimbursement requests submitted to the County no later than August 31, 2015. The Revised Additional Allocation consists of \$445,724.32 funded from CHDO Reserves and \$28,261.57 from the CHDO Operating Budget.

The remaining HOME funds, \$529,398.66, must be expended by June 30, 2015. Any funds not expended in accordance with the deadlines set forth in this Agreement shall automatically revert to the County".

C. PART III - SECTION 2 – TIME OF PERFORMANCE

Insert the following language at the end of this Section:

"Notwithstanding anything to the contrary contained herein, the Revised Additional Allocation must be expended on eligible expenses, including the purchase/rehabilitation of at least two (2) units, with reimbursement requests submitted to the County no later than August 31, 2015. Any funds not expended in accordance with the deadlines set forth in this Agreement shall automatically revert to the County".

D. PART III - SECTION 3 - METHOD OF PAYMENT

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

“All reimbursement requests for payments made by the Agency in connection with the expenditure of the Revised Additional Allocation (\$473,985.89) shall be submitted by Agency to the County no later than August 31, 2015.

Reimbursement requests for payments made by the Agency in connection with the balance of HOME funds available pursuant to this Agreement (\$529,398.66) shall be submitted by the Agency no later than June 30, 2015”.

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

Add the following language after the first paragraph:

“The Agency shall utilize the Revised Additional Allocation to complete ongoing HOME activities and purchase/rehabilitate at least two (2) additional single family properties pursuant to the terms and conditions contained herein, thereby bringing the number of units funded by this Agreement to a minimum of five (5) single family properties”.

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

Add the following Subsection 7 to the end of this Section:

- “7. The expenditure of the Revised Additional Allocation shall be subject to the following timeframes:
- A. Acquisition of Property: The Agency shall complete the acquisition of at least two (2) additional properties no later than January 31, 2015.
 - B. Completion of Rehabilitation of Existing and Additional Properties: The Agency shall complete the rehabilitation of existing and additional 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 June 30, 2015.
 - C. Expenditure of Revised Additional Allocation Funds: In order to receive 100% of the \$473,985.89 designated as the Revised Additional Allocation for property acquisition, rehabilitation, and other eligible costs as specified herein, the Agency shall submit its requests for reimbursement from HOME funds no later than August 31, 2015.
 - D. Occupancy by Eligible Beneficiaries of Additional Properties: The Agency shall complete the occupancy of the additional properties by eligible beneficiaries approved by the County no later than December 31, 2015”.

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

Add the following language to the end of this Section:

“Any property acquired and/or rehabilitated by the Agency through this Revised Additional Allocation that has not been sold by the Agency, and occupied by a purchaser approved by the County by September 30, 2015, shall be leased or leased with an option to buy according to the rental and lease-purchase requirements herein by December 31, 2015.

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

A. Replace "\$725,159.32" with "\$951,498.32".

B. Replace "\$40,569.23" with "51,886.23".

Delete the last two sentences of this Section and replace with the following:

"The Agency's reimbursable operating expenses shall not exceed \$51,866.23 in any fiscal year and no more than fifty (50) percent or \$25,933.12 will be disbursed without the benefit of project completion and beneficiary realized".


Except as modified by this Amendment 005, and previously, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 005 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

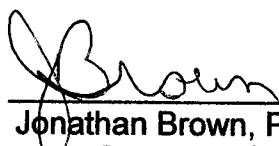
IN WITNESS WHEREOF, Agency and the County have caused this Amendment 004 to be executed on the date first above written.

(SEAL)
Corporation not-for-profit



**WORD OF FAITH COMMUNITY
DEVELOPMENT CORPORATION,**
a Florida not-for-profit corporation

By: 
Patricka Brown, Executive Director


By: 
Jonathan Brown, Project Manager
9-25-14

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

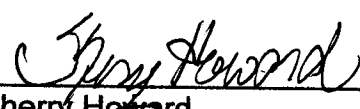
By: 
Shannon R. LaRocque
Assistant County Administrator

Date: 9-26-14

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 003 TO THE LOAN AGREEMENT
WITH
LA JOYA VILLAGES, LTD.

Amendment 003 to the Loan Agreement is made and entered into on JUL 10 2014, by and between **Palm Beach County** ("County") and **La Joya Villages, Ltd.** ("Borrower").

WITNESSETH:

WHEREAS, the County entered into a Loan Agreement (R2013-1806) with the Borrower on October 30, 2013, as amended on February 26, 2014, by Amendment 001 (R2014-0516), and as amended on May 29, 2014, by Amendment 002, to provide \$600,000 of HOME Entitlement funds for the construction of a 55-unit affordable apartment community to be known as La Joya Villages, located in Lake Worth, FL; and

WHEREAS, the Loan Agreement, as amended, stipulates that the closing on the Loan be held no later than July 10, 2014; and

WHEREAS, the County and the Borrower wish to modify the Loan Agreement to extend the closing date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 2: THE LOAN AND EXPENDITURE REQUIREMENTS

Replace "July 10, 2014" with "September 11, 2014".

Except as modified by this Amendment 003, and previously, this Loan Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 003 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

(continued on next page)

IN WITNESS WHEREOF, Agency and the County have caused this Amendment 003 to be executed on the date first above written.

BORROWER

(SEAL)

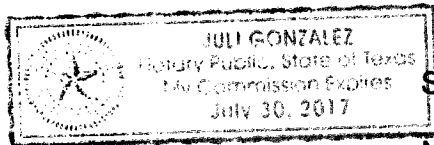
LA JOYA VILLAGES, LTD.
a Florida limited partnership

By: La Joya Villages GP, LLC
a Florida limited liability company,
its General Partner

By: [Signature]
Rick J. Deyoe, Manager Member

STATE OF Texas
COUNTY OF Travis

The foregoing instrument was acknowledged before me this 8th day of July 2014, by Rick J. Deyoe as Manager Member, who is personally known to me, or who has produced TX Drivers License as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: [Signature]
Notary Name: Juli Gonzalez
Notary Public - State of Texas

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

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Shannon R. LaRoque
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

By: [Signature]
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: [Signature]
Sherry Howard, Deputy Director
Department of Economic Sustainability

AMENDMENT 004 TO THE LOAN AGREEMENT
WITH
LA JOYA VILLAGES, LTD.

Amendment 004 to the Loan Agreement is made and entered into on SEP 11 2014 by and between **Palm Beach County** ("County") and **La Joya Villages, Ltd.** ("Borrower").

WITNESSETH:

WHEREAS, the County entered into a Loan Agreement (R2013-1806) with the Borrower on October 30, 2013, as amended by Amendment 001 (R2014-0516), on February 26, 2014, by Amendment 002 (R2014-1047), on May 29, 2014, and by Amendment 003 on July 10, 2014, to provide \$600,000 of HOME Entitlement funds for the construction of a 55-unit affordable apartment community to be known as La Joya Villages, located in Lake Worth, FL; and

WHEREAS, the Loan Agreement, as amended, stipulates that the closing on the Loan be held no later than September 11, 2014; and

WHEREAS, the County and the Borrower wish to modify the Loan Agreement to extend the closing date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 2: THE LOAN AND EXPENDITURE REQUIREMENTS

Replace "September 11, 2014" with "December 11, 2014".

Except as modified by this Amendment 004, and previously, this Loan Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 004 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

(continued on next page)

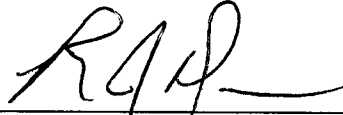
IN WITNESS WHEREOF, Agency and the County have caused this Amendment 004 to be executed on the date first above written.

BORROWER

(SEAL)

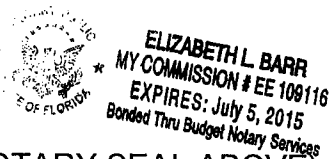
LA JOYA VILLAGES, LTD.
a Florida limited partnership

By: La Joya Villages GP, LLC
a Florida limited liability company,
its General Partner

By: 
Rick J. Deyoe, Manager Member

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 3rd day of, September 2014, by Rick J. Deyoe as Manager Member, who is personally known to me, or who has produced Texas DL 05164468 as identification and who did/did not take an oath.




(NOTARY SEAL ABOVE)

Signature: Elizabeth L Barr

Notary Name: Elizabeth L Barr
Notary Public - State of FL

**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
Department of Economic Sustainability



CERTIFICATE OF LIABILITY INSURANCE

PAREN-1 OP ID: MG

DATE (MM/DD/YYYY)
10/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Celedinas Insurance Group -PBG 4283 Northlake Blvd. Palm Beach Gardens, FL 33410 Mark Montgomery		Phone: 561-622-2550 Fax: 561-721-0540	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:
INSURED Parent- Child Center Inc Housing Partnership, Inc Community Partnership Group Community Partners 2001 W Blue Heron Blvd Riviera Beach, FL 33404		INSURER(S) AFFORDING COVERAGE INSURER A : Comp Options Insurance Co INSURER B : Illinois National Ins Co INSURER C : Granite State Insurance Co INSURER D : Great American Insurance Co. INSURER E : Lloyd's of London INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X	06LX0064377621000	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Prof \$ \$1M/\$3M
B	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
C	AUTOMOBILE LIABILITY		02CA0062679851000	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>					
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000		02UD0064799431000	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WC810004058006	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Directors & Office		EPP9427274	10/01/2014	10/01/2015	Per Claim 1,000,000
E	E&O **		00153005B	10/01/2014	10/01/2015	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as Additional Insured.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners; Dept of Economic Sustainability 100 S. Australian Ave, #500 West Palm Beach, FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

**NOTE: THE ATTACHED INSURANCE CERTIFICATE FOR
WORD OF FAITH COMMUNITY DEVELOPMENT
CORPORATION IS THE MOST RECENT AVAILABLE.**

**THE AGENCY IS IN THE PROCESS OF OBTAINING AND WILL
PROVIDE UPDATED INSURANCE DOCUMENTS FOR THIS
ITEM.**

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT:

AMIN HOURY AT 233-3625



CERTIFICATE OF LIABILITY INSURANCE

WORDO-7 OP ID: GV
DATE (MM/DD/YYYY)
05/14/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MEL HIMES & ASSOCIATES INS 321 STRATFORD COMMONS CT DELTONA, FL 32725 MEL HIMES & ASSOCIATES INS		386-574-3030 386-574-9209	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED WORD OF FAITH COMMUNITY DEVELOPMENT CORP. MINISTRIES 2070 SCOTT AVE. WEST PALM BEACH, FL 33409		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : SOUTHERN OWNERS INS CO		10190
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
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.

INSR LTR	TYPE OF INSURANCE			ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			X		72736277	10/27/11	10/27/12	EACH OCCURRENCE	\$ 1,000,000	
	X	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
		CLAIMS-MADE	X OCCUR						MED EXP (Any one person)	\$ 10,000	
									PERSONAL & ADV INJURY	\$ 1,000,000	
									GENERAL AGGREGATE	\$ 3,000,000	
									PRODUCTS - COMP/OP AGG	\$ 3,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:											
	POLICY		PRO-JECT		LOC						
A	AUTOMOBILE LIABILITY					72736277	10/27/13	10/27/14	COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO							SCHEDULED AUTOS	BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS							NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS	X							PROPERTY DAMAGE (Per accident)	\$
										EACH OCCUR	\$ 1,000,000
	UMBRELLA LIAB			OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB			CLAIMS-MADE					AGGREGATE	\$	
	DED		RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A					WC STATUTORY LIMITS		OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N						E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$	
									E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CHURCH OTHER HOUSE OF WORSHIP & OR COMPLETED OPERATIONS. CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER	CANCELLATION
PALMBEC PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 2300 N. JOGG RD. W. PALM BEACH, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MEL HIMES & ASSOCIATES INS 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

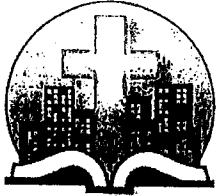
Name Of Additional Insured Person(s) Or Organization(s)
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ITS OFFICERS EMPLOYEES AND AGENTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.
- B. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The limits of liability for the additional insured are those specified in the written contract or agreement between the insured and the designated person or organization, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.



WORD OF FAITH COMMUNITY DEVELOPMENT CORPORATION

"Building a Balance Between the Spiritual and Practical Aspects of Everyday Life"

OFFICE ADDRESS

2070 Scott Avenue,
West Palm Beach, FL 33409

OFFICE INFORMATION

Phone: (561) 766-1973

Fax: (561) 766-1974



DIRECTORS

Tamika Peterkin
Board Chair

Vonshel Anderson
Board Member

Glance Hayes
Board Member

ODC STAFF

Patricia D. Brown
Executive Director

Jonathan B. Brown
Project Manager



Word of Faith CDC
is a HUD approved
Community Housing
Development
Organization (CHDO)

May 14, 2014

Edward Lowery, Director
Palm Beach County Board of County Commissioners
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Subject: Workers Compensation

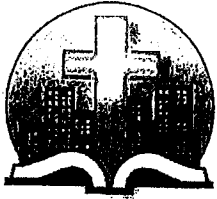
Dear Mr. Lowery :

I am providing a letter to confirm that Word of Faith Community Development Corporation currently has 2 part-time employees and we elect not to carry Worker's Compensation coverage / insurance.

If you have any questions I can be reached at (561) 762-0409.

Sincerely,

Jonathan Brown, Project Manager
Word Of Faith CDC



WORD OF FAITH COMMUNITY DEVELOPMENT CORPORATION

"Building a Balance Between the Spiritual and Practical Aspects of Everyday Life"

OFFICE ADDRESS

2070 Scott Avenue,
West Palm Beach, FL 33409

OFFICE INFORMATION

Phone: (561) 766-1973

Fax: (561) 766-1974



DIRECTORS

Tamika Peterkin
Board Chair

Vonshel Anderson
Board Member

Glarece Hayes
Board Member

GDC STAFF

Patricia D. Brown
Executive Director

Jonathan D. Brown
Project Manager



Word of Faith CDC
is a HUD approved
Community Housing
Development
Organization (CHDO)

May 15, 2014

Edward Lowery, Director
Palm Beach County Board of County Commissioners
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Subject: CHDO Extension - Automobile Insurance

Dear Mr. Lowery:

I am providing a letter to confirm that Word of Faith Community Development Corporation does not own any vehicles. Additionally, we do not anticipate acquiring or leasing any vehicles.

If you have any questions I can be reached at (561) 762-0409.

Sincerely,

Jonathan Brown, Project Manager
Word Of Faith CDC