

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	September 1, 2015	<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) Amendment to Loan Agreement and one (1) Amendment to an Agreement as follows:

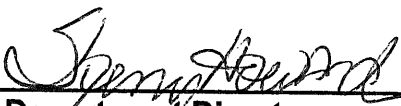
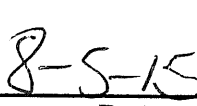

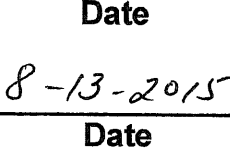
- A)** Amendment No. 008 to the Loan Agreement (R2013-1806) with La Joya Villages, Ltd. under the Home Investment Partnership Program (HOME); and
- B)** Amendment No. 008 to the Agreement (R2012-1252) with the City of Riviera Beach under the Disaster Recovery Initiative Program (DRI2).

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 documents have been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator, or designee, in accordance with Resolution/Agenda Item R2006-1351 and 5B-4, as approved by the BCC on July 18, 2006 and September 10, 2013. These executed documents are now being submitted to the BCC to receive and file. **Federal DRI2 funds do not require a local match and the Federal HOME Program matching requirement is met from State SHIP funds.** (DES Contract Development) District 7 (JB)

Background and Justification: **A)** 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); on May 29, 2014, by Amendment No. 002 (R2014-1047); on July 10, 2014, by Amendment No. 003 (R2014-1757); on September 11, 2014, by Amendment No. 004 (R2014-1758); on December 10, 2014, by Amendment No. 005 (R2015-0177); on January 29, 2015, by Amendment No. 006 (R2015-0422); and on March 20, 2015, by Amendment No. 007 (R2015-0625) to provide \$600,000 of HOME funds for the construction of a 55-unit affordable housing community known as La Joya Villages. Amendment No. 008 extended the date for termination of the existing Notice of Commencement and the release of HOME funds from July 15, 2015 to September 4, 2015.

B) On June 27, 2012, the County entered into an Agreement (R2012-1252) with the City of Riviera Beach, as amended on September 11, 2012, by Amendment No. 001 (R2012-1803); on December 10, 2012, by Amendment No. 002 (R2013-0143); on March 12, 2013, by Amendment No. 003 (R2013-0914); on June 11, 2013, by Amendment No. 004 (R2013-0915); on December 13, 2013, by Amendment No. 005 (R2014-0273); on July 17, 2014, by Amendment No. 006 (R2014-1173); and on January 8, 2015, by Amendment No. 007 (R2015-0175), to provide \$1,200,000 in DRI2 funds for the rehabilitation of properties. Amendment No. 008 extended the Agreement until September 1, 2015, allowed for unused Activity Delivery funds to be used for eligible construction costs and capped the total allocation for Activity Delivery costs and consultant expenses at \$180,000.

Attachments: Documents as listed in A and B above.

Recommended By:		
	Department Director	Date
Approved By:		
	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					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT *	0				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes ____ No ____
Budget Account Numbers:

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

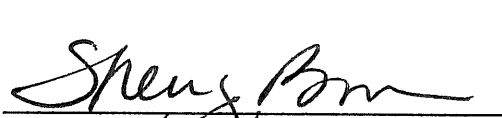
* No fiscal impact

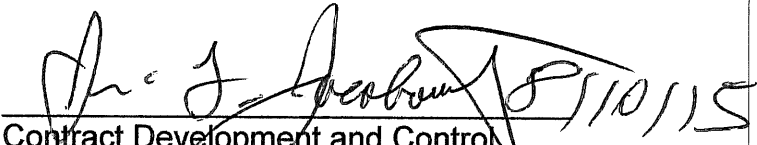
C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager II

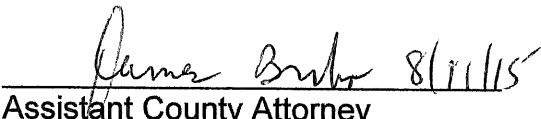
III. REVIEW COMMENTS

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


OFMB 8/10/15


Contract Development and Control 8.10.15

B. Legal Sufficiency:


Assistant County Attorney 8/11/15

C. Other Department Review:

Department Director

AMENDMENT 008 TO THE LOAN AGREEMENT
WITH
LA JOYA VILLAGES, LTD.

Amendment 008 to the Loan Agreement is made and entered into on JUL 15 2015, 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 on May 29, 2014, by Amendment 002 (R2014-1047), and on July 10, 2014, by Amendment 003 (R2014-1757), and on September 11, 2014, by Amendment 004 (R2014-1758), on December 10, 2014, by Amendment 005 (R2015-0177), on January 29, 2015 by Amendment 006 (R2015-0422), and on March 20, 2015 by Amendment 007 (R2015-0625), 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 parties wish to modify the provisions related to the termination of the Notice of Commencement.

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. SECTION 7(R): TERMINATION OF NOTICE OF COMMENCEMENT

Delete "July 15, 2015" and replace it with "September 4, 2015" in the post closing conditions 1, 3, and 4.

Except as modified by this Amendment 008, and previously, this Loan Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 008 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

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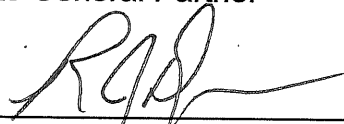
IN WITNESS WHEREOF, Agency and the County have caused this Amendment 008 to be executed on the date first above written.

BORROWER

(SEAL)

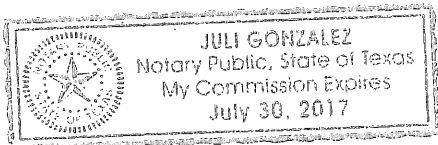
LA JOYA VILLAGES, LTD.
a Florida limited partnership

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

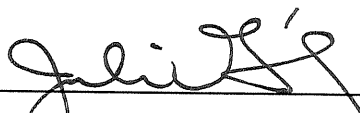
By: 
Rick J. Deyoe, Manager Member

STATE OF Texas
COUNTY OF Travis

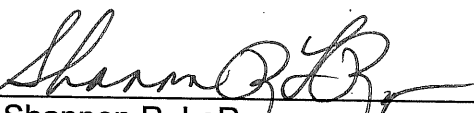
The foregoing instrument was acknowledged before me on July 8, 2015,
by Rick J. Deyoe as Managing Member of La Joya Villages GP, LLC, as General
Partner of La Joya Villages, Ltd., who is personally known to me, or who has produced
TX Drivers license as identification and who did/did not take an oath.



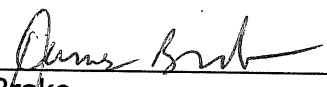
(NOTARY SEAL ABOVE)

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

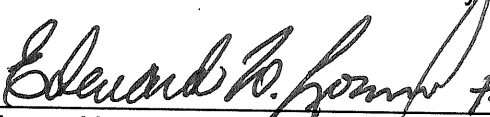
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY
COMMISSIONERS

By: 
Shannon R. LaRocque
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

By: 
James Brako
Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By:  for
Sherry Howard, Deputy Director
Department of Economic Sustainability

**AMENDMENT 008 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH**

Amendment 008 entered into on JUN 26 2015, by and between **Palm Beach County** and the **City of Riviera Beach**.

WITNESSETH:

WHEREAS, **Palm Beach County** entered into an Agreement (R2012-1252) with the **City of Riviera Beach** on June 27, 2012, as amended by Amendment No. 001 (R2012-1803) on September 11, 2012, by Amendment No. 002 (R2013-0143) on December 10, 2012, by Amendment No. 003 (R2013-0914) on March 12, 2013, by Amendment No. 004 (R2013-0915) on June 11, 2013, by Amendment No. 005 (R2014-0273) on December 13, 2013, by Amendment No. 006 (R2014-1173) on July 17, 2014, and by Amendment No. 007 (R2015-0175) on January 8, 2015, to provide \$1,200,000 under the State of Florida's 2005 Disaster Recovery Initiative Program (DRI-2) for the use of Community Development Block Grant funds to implement a housing rehabilitation program; and

WHEREAS, the parties wish to modify the Agreement to revise the project completion date and summarize the eligible use of funds; and

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

1. **PART III - SECTION 1 – MAXIMUM COMPENSATION:**
Replace "June 30, 2015" with "September 1, 2015".
2. **PART III - SECTION 2 – TIME OF PERFORMANCE:**
Replace "June 30, 2015" with "September 1, 2015".
3. **EXHIBIT A – WORK PROGRAM NARRATIVE – PART III – SECTION A – THE COUNTY AGREES TO**
Add the following language to the end of the Section:
 - a) Funding currently budgeted as activity delivery costs (\$19,000) is also eligible for rehabilitation construction costs.
 - b) The unobligated balance available from the cost of the Consultant (budgeted at \$161,000) is eligible for rehabilitation construction costs.
 - c) The balance of funds available following the payment of all rehabilitation construction costs and costs due the consultant may be eligible for reimbursement to the Municipality as activity delivery costs. The total of the activity delivery costs and the Consultant's costs eligible for reimbursement shall not exceed \$180,000. In addition to costs previously identified as eligible activity delivery costs in the Agreement and/or the Amendments thereto, Municipality may submit other costs for reimbursement as activity delivery costs, but those additional costs shall be allowed only as approved by the County in its sole discretion.
 - d) Any funds not expended by the Municipality by September 1, 2015, will remain with the County and not be available for reimbursement to the Municipality.

Except as modified by this Amendment 008, and previously, this Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 008 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, Municipality and County have caused this Amendment 008 to be executed on the date first above written

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

By: Thomas A. Masters
Thomas A. Masters, Mayor

By: Claudene L. Robinson 6/3/15
Claudene L. Robinson, City Clerk
ANTHONY

By: Pamala H. Ryan
Pamala H. Ryan, City Attorney

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

BOARD OF COUNTY COMMISSIONERS

By: Shannon R. LaRocque
Shannon R. LaRocque,
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: James Brako
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director