

**SECOND AMENDMENT TO THE PROPERTY MANAGEMENT AGREEMENT
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND
THE DELRAY BEACH COMMUNITY LAND TRUST, INC.**

THIS **SECOND AMENDMENT TO THE PROPERTY MANAGEMENT AGREEMENT** ("Second Amendment") is made and entered into as of the ____ day of _____, 2023, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and the **DELRAY BEACH COMMUNITY LAND TRUST, INC.**, a Florida not for profit corporation, (hereinafter referred to as "DBCLT").

WITNESSETH:

WHEREAS, the CRA and the DBCLT previously entered into a Property Management Agreement dated January 25, 2022, (the "Original Agreement"); and

WHEREAS, the CRA and DBCLT previously entered into a First Amendment to the Original Agreement, dated April 12, 2022, to amend paragraph 22 of the Original Agreement to include additional language including language required by section 119.0701, Florida Statutes regarding public records; and

WHEREAS, the CRA and the DBCLT agree to enter into this Second Amendment to add paragraph 3(p) to the Original Agreement to include a Key Control Policy and Key Log as an exhibit that is attached and incorporated by reference and made a part of the Original Agreement, in compliance with Chapter 509 and Section 83.515, Florida Statutes, also known as "Miya's Law."

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. Paragraph 3(p) of the Original Agreement shall be amended as follows:

3. RESPONSIBILITIES OF DBCLT. The DBCLT shall perform the following property management services during the term of this Agreement:

...

(p) Comply with the Key Control Policy and Key Log, attached as Exhibit "E", is incorporated herein by reference and made apart hereof, where applicable to the Properties.

3. That except as amended herein, the CRA and DBCLT ratify, approve, and reaffirm the terms of the Original Agreement and the First Amendment, and the Original Agreement and First Amendment shall remain in full force and effect, except as amended herein.

4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment and this Second Amendment, this Second Amendment shall control to the extent of any such conflict or ambiguity.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first written above.

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Adam Frankel, Chair

ATTEST:

Renee Jadusingh, Executive Director

APPROVED TO FORM:

Kim N. Phan, CRA Legal Advisor

**DELRAY BEACH COMMUNITY
LAND TRUST, INC.**

Attest:

By _____
Print Name: Herman Stevens, Jr.
Title: President

Date: _____, 2023

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2023, by _____, as _____ (name of officer or agent, title of officer or agent), Delray Beach Community Land Trust, Inc. He/She is personally known to me or has produced _____ (type of identification) as identification.

Signature

Name and Title

Commission Number



KEY CONTROL POLICY

I. PURPOSE

Property Management Company (“PMC”) is responsible for implementing this Key Control Policy unless expressly stated otherwise below.

Key control allows documentation of the following:

1. Limited access and security of keys, key fobs, and key cards (secured in locked cabinet)
2. Inventory of all keys, key fobs, and key cards (at minimum quarterly)
3. Identify who signed out keys, key fobs, and/or key cards (name)
4. Identify when keys, key fobs, and/or cards are signed out (date & time)
5. Identify when keys, key fobs, and/or cards are returned (name, date & time)
6. Determine if all correct keys, key fobs, and/or key cars are returned

It is important that all PMC employees understand the significance of controlling access to and use of keys, key fobs, and key cards for rental units (occupied and vacant, vehicles, common areas, storage, maintenance, and office areas.

II. KEY CONTROL PROCEDURES

1. PMC Key Control Responsibilities

- a. The PMC is responsible for the control of all key copies provided by the CRA in order for PMC to fulfill its obligations under the Property Management Agreement, and maintaining a key control log. The Delray Beach Community Redevelopment Agency (“CRA”) will retain all master keys.
- b. All keys must be kept in a secure, locked key cabinet with limited access.
- c. Master Keys: The words “Do Not Duplicate” must be stamped on each master key. In emergency situations, the CRA Executive Director or designee may authorize use of a master key by a PMC employee, who has written authorization from the PMC Chief Executive Office (or equivalent) or designee, (“PMC CEO”). The master key must not be in the personal possession of any PMC employee except when in use. Master keys must

be signed out by the CRA Executive Director or designee and PMC employee and shall be returned to the CRA Executive Director or designee the same business day.

- d. All keys must be stamped/tagged using a code that does not identify the apartment unit/common area/maintenance room/ storage building or office. Keep no more than two keys on each hook for easy visual inspection and inventory.
- e. The locked key cabinet and key code sheet must be kept in different secure areas.
- f. Locks for leased units will be replaced/rekeyed at every unit turn.
- g. Extra/duplicate locks and keys should be kept on hand for emergency situations.
- h. Key Control Log and Procedure: PMC CEO or designee will maintain an up-to-date log of all keys, key fobs, and key cards that are signed out. Anyone borrowing keys will need to fill out the key control log – borrower name, unit number, sign out date and time, authorizer signature, return date and time, and authorizer signature verifying the correct key was returned.

2. Personnel Authorized to Issue Keys

Issuance of all keys, key fobs, and/or key cards will be authorized by the PMC CEO or designee.

3. Policy Regarding Issuance of Keys – Employees

PMC CEO or designee will issue keys, key fobs, and/or key cards that will remain in the possession of PMC employees (e.g. office key, vehicle key) and tenants/lessees.

4. Policy Regarding Issuance of Keys – Tenants/Lessees

- a. PMC CEO or designee will issue keys to the named tenant/lessee to a leased unit at the commencement of the lease agreement.
- b. Only the named tenant/lessee will be allowed to borrow keys, key fobs, and/or key cards to the leased unit unless previous written arrangements have been made between the tenant/lessee and PMC CEO or designee. PMC CEO or designee issuing a key, key fob, and/or key card to a named tenant/lessee and/or another adult (18 years or older) shall request photo ID and confirmation of the leased unit. Anyone borrowing keys will need to fill out the key control log – borrower name, unit number, sign out date and time, authorizer signature, return date and time, and authorizer signature verifying the correct key was returned.

- c. In residential properties, the PMC CEO or designee may not open any door for a minor.

5. **Repairs**

- a. PMC shall provide reasonable notice for the purpose of repair to the tenant/lessee. Reasonable notice for the purpose of repair is notice given at least 24 hours prior to entry within a reasonable time between the hours of 7:30 am and 8:00 pm. Section 83.53, Florida Statutes governs when applicable.
- b. **Occupied Units:** PMC CEO or designee will fill out key control log – borrower name, unit number, sign out date and time, authorizer signature, return date and time, and authorizer signature verifying the key was returned - if keys are needed to complete a work order. Work order must include approval from tenant/lessee to enter the unit if tenant/lessee is not at present, if applicable. Keys, key fobs, or key cards necessary to perform the work will be issued at the start of work and returned when work is complete or by the end of business day in cases where work requires more than one day to finalize.
- c. **Vacant Units:** PMC CEO or designee will fill in key control log – borrower name, unit number, sign out date and time, authorizer signature, return date and time, and authorizer signature verifying the key was returned. Keys, key fobs, key cards necessary to perform assigned the work will be issued at the start of work and returned when work is complete or by the end of business day in cases where work requires more than one day to finalize.
- d. **Master Keys:** PMC CEO or designee must request the master key from the CRA Executive Director or designee in writing and provide documentation to support the purpose for requiring the master key. The CRA Executive Director or designee has sole discretion on whether to provide the master key to the PMC CEO or designee or suggest another alternative. A master key should ONLY be used in case of an emergency or in the event a key, key fob, key card cannot be located when access is immediately required. Master keys MUST be returned the same day before the end of business hours. If master keys are not timely returned, locks will be rekeyed.
- e. **PMC Employee Access after-hours:** If a tenant/lessee calls in an after-hours maintenance emergency, the tenant/lessee must be present to allow access to unit. If damage is caused by or from another unit, PMC CEO or designee should: 1) determine if that tenant/lessee is present in that unit; if not 2). Obtain key, key fob, key card from key cabinet and follow key control log procedures.

6. Vendors/Contractors:

- a. In no circumstance should vendors/contractors be allowed to sign out keys, key fobs, or key cards for an occupied or vacant leased units, vehicles, common areas, storage, maintenance, office areas. The PMC CEO or designee must accompany vendor/contractor when a key, key fob or key card is needed to access the area to permit entry and maintain possession of the key, key fob or key card at all times. The PMC CEO or designee must ensure that the area is properly secured and locked up when the vendor/contractor vacates the area.
- b. The PMC CEO or designee must provide at least 24-hour notice to tenants/lessees and the PMC CEO or designee must obtain signed written authorization from tenants/lessees prior to allowing vendors/contractors to enter tenant/lessee occupied units.

7. Duplication of Keys

No key will be duplicated except by approval and control of the PMC CEO or designee. The unauthorized duplication of any key adversely affects the security of persons and property.

8. Numbering System for Keys

- a. An identifying code will be stamped or tagged on each key. The code for each key, key fob, and/or key card will not identify a building, location, door or lock.
- b. PMC CEO or designee must complete an inventory of keys, key fobs, and key cards no less than quarterly.
- c. Only one key, key fob, or key card for a specific lock/door will be issued to any one person. Assignment of multiple keys circumvents any system of key accountability.

9. Lost/Stolen Keys- Tenant/Lessees & PMC Employees

- a. Any lost or stolen keys, key fobs, and/or key cards must be reported to the PMC CEO or designee within 24 hours.
- b. Tenants/Lessees: When a key, key fob, or key card is lost or stolen, the locks and/or key card system will be modified to render the current key inoperative. The replacement charge will not exceed the actual cost to rekey or replace the lock/cylinder or reset the key card system, whichever is applicable. Tenants/Lessees shall not rekey and/or replace any lock or key card system.

- c. Employees: When a key, key fob, or key card is lost or stolen, the locks and/or key card system will be modified to render the current key inoperative. An incident report must be completed immediately (within 24 hours) and sent to the PMC CEO or designee.

10. Termination/Separation

All keys, key fobs, and key cards assigned to an PMC employee must be returned upon separation, termination, or retirement. The PMC employee's separation will not be complete until the key(s) assigned have been returned and written verification is generated by the PMC CEO or designee.

11. Repair of Locks, Keys, or Door Hardware

All repairs, changes, or additions to any property locking device, key or door hardware, key card system will be controlled by PMC CEO or designee and documented with a numbered work order. Tenants/Lessees shall not perform any repair, change, or addition to any property locking device, key or door hardware, or key card system.

12. Lockouts

See Policy Regarding Issuance of Keys – Tenants/Lessees.