

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ _____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ _____	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

Reporting Category _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Fiscal impact is not determinable at this time.

Elizabeth Bleser
OFMB 11/15/06

Dr. J. Jacoby 11/17/06
Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with
our review requirements.

Rama Burke
Assistant County Attorney

C. Other Department Review:

Department Director

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**FIRST AMENDMENT TO
GRANT AGREEMENT DATED AS OF MAY 23, 2006 BETWEEN
PALM BEACH COUNTY AND THE SCRIPPS RESEARCH INSTITUTE**

This First Amendment to Grant Agreement (this "Amendment") is made as of the ____ day of November, 2006, between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, and THE SCRIPPS RESEARCH INSTITUTE, a California nonprofit public benefit corporation, whose Federal I.D. number is 33-043594. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement (as defined below).

WHEREAS, Scripps and the County entered into the Grant Agreement dated as of May 23, 2006 (the "Grant Agreement"), relating to the establishment and operation of Scripps Florida in Palm Beach County, Florida, including construction of the Permanent Facilities on the FAU Site; and

WHEREAS, Scripps and the County desire to amend the Grant Agreement as set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Amendment.

(a) Paragraph "e" of Article V.B.1 of the Grant Agreement, titled "Reimbursement of Utility Line Relocation Cost," is hereby deleted in its entirety, and is replaced with the following:

"e. Reimbursement of Utility Line Relocation Cost. The parties acknowledge that FPL provided a preliminary estimate of cost in the amount of \$1,500,000 for relocation of the Utility Lines ("FPL Binding Estimate"), and the County agreed to reimburse Scripps for the cost of relocating the Utility Lines in accordance with the Grant Agreement in an amount not to exceed \$1,500,000. Subsequently, FPL determined that there would be additional costs for the Utility Line relocation in excess of the FPL Binding Estimate ("Additional Utility Relocation

Cost"). The County agreed, on September 19, 2006, to reimburse Scripps for an Additional Utility Relocation Cost of \$831,000. FPL has further advised that the total cost of relocating the Utility Lines may exceed the \$2,331,000 already agreed to be reimbursed by the County, and that FPL cannot calculate the maximum amount of any Additional Utility Relocation Cost. Accordingly, the County hereby agrees to reimburse Scripps for the total cost of relocating the Utility Lines in accordance with the Grant Agreement and the Permanent Facilities Development Addendum, which the County acknowledges may exceed \$2,331,000."

(b) Exhibit "9" to the Grant Agreement is hereby superseded and updated by Exhibit "9A" attached hereto.

2. Effect of Amendment. Except as modified by this Amendment, all terms and conditions of the Grant Agreement shall remain in full force and effect. The parties further hereby confirm and readopt the Grant Agreement as modified by this Amendment. Any reference to the Grant Agreement set forth in any document delivered in connection with the Grant Agreement shall be deemed to include a reference to the Grant Agreement as amended by this Amendment, whether or not so stated in such document.

3. Applicable Law. This Amendment shall be interpreted in accordance with and governed by the laws of the State of Florida (without giving effect to the principles of conflicts of law).

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the County has caused this Amendment to be signed by the [Vice] Chair of the Board of Commissioners and the seal of the Board of Commissioners to be affixed hereto and attested to by the Clerk of the Board of Commissioners, pursuant to the authority granted by the Board of Commissioners, and Scripps has caused this Amendment to be executed and delivered by a duly appointed and authorized officer of Scripps and the seal of Scripps to be affixed hereto, each as of the day and year first above written.

ATTEST:
SHARON R. BOCK, Clerk
& Comptroller

PALM BEACH COUNTY, a political
subdivision of the State of Florida by
its Board of County Commissioners:

By: _____
[____], [Vice] Chair

By: _____
Deputy Clerk

Date: _____

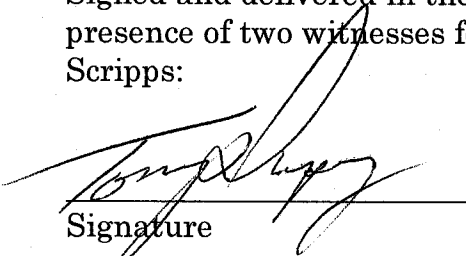
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS:

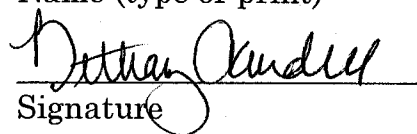
By: *Laura Bock*
County Attorney

By: *Sharon Q. Bock*
Scripps Program Manager

Signed and delivered in the presence of two witnesses for Scripps:

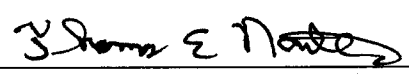

Signature

Tony Dupuy
Name (type or print)


Signature

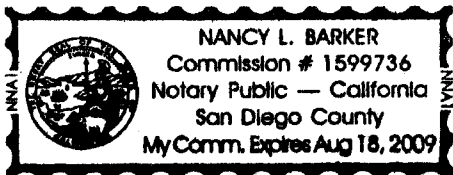
Bethany Crandell
Name (type or print)

THE SCRIPPS RESEARCH
INSTITUTE, a California nonprofit
public benefit corporation

By: 
Name: **Thomas E. Northrup, Ph.D., J.D.**
Title: **Chief Business Counsel
The Scripps Research Institute**

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me this 15th day of November, 2006, by Thomas E. Northrup the Chief Business Counsel of The Scripps Research Institute, who is personally known to me or who produced identification.




Notary Public

Nancy L. Barker
Print Notary Name

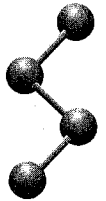
NOTARY PUBLIC

My Commission Expires: 8/18/2009

EXHIBIT 9A			10/25/2006
Project Estimate as of October 25, 2006			
Scripps Florida Jupiter Campus			
Section 1 - Construction Soft Cost			
1.A - Design Services - Zeidler/BCJ			
	Concept-Master Plan		\$0
	Schematic		\$0
	Design Development		\$0
	Construction Documents		\$1,990,000
	Construction Administration		\$1,860,287
	Occupancy		\$767,690
	Reimbursable (Disbursements)		\$507,550
	Design Contingency		\$0
1.A - Design Services - Zeidler/BCJ			\$5,125,527
1.B - Program Management - Fluor			
	Fluor Services		\$3,802,171
	Fluor Contingency		\$0
1.B - Program Management - Fluor			\$3,802,171
1.C - Other Services			
	Title Report		\$40,500
1.C - Other Services			\$40,500
1.D - TSRI LaJolla Expenses			
	Telephone/Reproduction		\$1,000
	Overnight Mailing		\$2,500
	Miscellaneous & Other		\$10,000
1.D - TSRI LaJolla Expenses			\$13,500
1.E - Permits			
	Civil/SFWM/Jupiter/Encon, Etc.		\$10,000
	Plan Review (MEP Str.)		\$105,825
	Revisions & Addendum Plan Review (MEP Str.)		\$31,875
	Deposits (DELETED)		\$0
	FAU Staff		\$75,000
	Impact Fees (EXCLUDED)		\$0
	Fire Plan Review and Revisions & Addendum (PBCFR)		\$30,000
1.E - Permits			\$252,700
1.F - TSRI Time Charges and Travel			
	Time Charges (Labor)		\$500,000
	Travel Expenses		\$50,000
1.F - TSRI Time Charges and Travel			\$550,000
1.G - Special Inspections			
	Due Diligence		\$97,870
	LDS - Gopher Tortoise Relocation		\$24,500
	Archeology Report (Prepared for Zeidler/BCJ)		\$0
	Building Inspection		\$326,095
	Mechanical Inspection		\$89,245
	Electrical Inspection		\$155,085
	Fire Inspection (PBCFR) - No Inspection Charge		\$0
	Plumbing Inspection		\$79,260
	Building/Site Utility Inspection		\$50,000
	Reinspections or Overtime Inspection		\$37,500
	Threshold Inspection		\$262,800

EXHIBIT 9A				10/25/2006
Project Estimate as of October 25, 2006				
Scripps Florida Jupiter Campus				
			Independent Testing Laboratory (Material Testing)	\$225,000
			Independent Testing Laboratory (Soils Testing)	\$120,000
			Web Cam Systems	\$25,000
			1.G - Special Inspections	\$1,492,355
			1.H - Builders Risk Policy	
			Owner's Builders Risk Policy	\$4,100,000
			1.H - Builders Risk Policy	\$4,100,000
			1.I - Owner's GL/Pollution	
			Owner's GL/Pollution Policy	\$40,000
			1.I - Owner's GL/Pollution	\$40,000
			1.J - Utility Connection Impact Fees	
			BellSouth Relocation (Not Used - See FP&L)	\$0
			Communication Systems Connection Fees	\$80,000
			Water Meter Connection (EXCLUDED)	\$0
			Metering for Irrigation (EXCLUDED)	\$0
			Gas Service Connection (TECO)	\$0
			Storm Sewer Connection (EXCLUDED)	\$0
			FPL Initial Temporary Power Construction	\$30,000
			FPL Upgrade Construction for Temp AC	\$0
			FPL Loop Feed Construction (Not Used)	\$0
			FPL Construction Power Bills	\$744,450
			FPL Start-up Commissioning Power Bills	\$773,064
			FPL CM/Sub Temp Office Complex Power Bills	\$199,830
			Water Bills CM/Sub Temp Office Complex	\$15,600
			Water Bills during Construction	\$30,500
			Water Bills during Start-up Commissioning	\$39,000
			Gas Bills during Startup Commissioning	\$70,000
			Contingency for Unknown Charges	\$0
			1.J - Utility Connection Impact Fees	\$1,962,444
			1.K - Jupiter Equipment (Relocated)	
			FAU Jupiter Equipment (Relocated)	\$125,000
			1.K - Jupiter Equipment (Relocated)	\$125,000
			1.L - Equipment	
			Vivarium Racks	\$2,500,000
			Data / Communication System	\$1,750,000
			Data / Communication Wiring	\$0
			Trash Compactors	\$50,000
			1.L - Equipment	\$4,300,000
			1.M - Contingency	
			Soft Costs Contingency	\$2,617,201
			1.M - Contingency	\$2,617,201
			Section 1 - Construction Soft Cost	\$24,421,398

EXHIBIT 9A				10/25/2006
Project Estimate as of October 25, 2006				
Scripps Florida Jupiter Campus				
Section 2 - Cost to Obtain GMP				
			Cost to Obtain GMP	\$780,000
Section 2 - Cost to Obtain GMP				\$780,000
Section 3 - Preliminary Site Work				
			Preliminary Site Work Cost	\$1,257,291
Section 3 - Preliminary Site Work				\$1,257,291
Section 4 - Construction Cost Pursuant to GMP 10/25/2006				
			GMP Direct Construction Costs	\$132,268,516
			CM Services for Construction	\$8,675,000
			CM Services Fees, Bonds & Insurance	\$6,425,000
			CM Services Other	\$980,000
			Construction & CM Services Contingency	\$4,250,000
			TSRI Owner Contingency	\$5,333,752
Section 4 - Construction Cost Pursuant to GMP 10/25/2006				\$157,932,268
Section 5 - FP&L Engineering Cost				
			FP&L Preliminary Engineering	\$30,000
Section 5 - FP&L Engineering Cost				\$30,000
Section 6 - Utility Line Relocation Cost				
			FP&L Transmission Relocation	\$1,225,400
			FP&L Overhead Temp. Relocation	\$252,540
			FP&L Permanent Distribution	\$320,229
			Fibernet Temp. Relocation	\$52,969
			Fibernet Permanent Relocation	\$66,207
			BellSouth Relocation	\$2,027
			FP&L Site Work Construction	\$411,628
Section 6 - Utility Line Relocation Cost (Note 1)				\$2,331,000
Grand Total - Scripps Florida Jupiter Campus				\$186,751,957
Note 1: FP&L has no guarantee maximum price for its utility line relocation and therefore additional funds may be required by FP&L to complete this relocation. This will be a County cost.				



THE
SCRIPPS
RESEARCH
INSTITUTE

Thomas E. Northrup, Ph.D., J.D.
Chief Business Counsel

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La Jolla, California 92037
mail TPC 8
tel 858 784 2937
fax 858 784 9399
e-mail: northrup@scripps.edu

November 15, 2006

VIA FACSIMILE AND
OVERNIGHT DELIVERY

Ms. Shannon LaRocque, P.E.
Assistant County Administrator
Palm Beach County
301 North Olive Avenue, Suite 1105.1
West Palm Beach, Florida 33401

Dear Shannon:

Reference is made to that certain Grant Agreement, dated as of May 2, 2006 (the "Grant Agreement"), between The Scripps Research Institute ("Scripps") and Palm Beach County (the "County"). Capitalized terms used herein and otherwise defined will have the meanings assigned to such terms in the Grant Agreement.

Pursuant to Section V(B)(1)(d)(3) of the Grant Agreement, Scripps has obtained a GMP proposal for the Construction Cost related to the Permanent Facilities. The GMP proposal was reviewed with you on October 26, 2006.

We note that, subject to satisfaction of the remaining conditions precedent set forth in the Grant Agreement, the GMP proposal was approved for acceptance by the Board of Trustees on November 13, 2006. As of this date, the following conditions precedent have not yet been satisfied: (i) closing upon the transaction to acquire the Briger Site (Section V(C)(1)(i)); and (ii) removal of the parking easements on the FAU Site (Section V(C)(1)(g)).

Ms. Shannon LaRocque, P.E.
Assistant County Administrator
November 15, 2006
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It is our understanding that the foregoing conditions precedent will each be satisfied no later than November 22, 2006. Upon receipt of written evidence of the satisfaction of such conditions precedent, Scripps intends to accept the GMP proposal and issue the notice to proceed with construction of the Permanent Facilities.

Please contact me with any questions or comments you may have regarding the foregoing.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas E. Northrup", written in a cursive style.

Thomas E. Northrup
Chief Business Counsel
and Assistant Secretary