Agenda Item #: 3 A-9

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	04/10/07	🔀 Consent	() Regular

[] Workshop [] Public Hearing

Department: County Administration Submitted By: County Administration

Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: STAFF RECOMMENDS MOTION TO APPROVE: A) a Grant Agreement with the Lake Okeechobee Regional Economic (LORE) Alliance of Palm Beach County, Inc. to administer a conceptual design and facade/exterior improvement program totaling \$200,000 for projects that will increase the economic vitality in the County's Lake Okeechobee region; B) a budget transfer of \$200,000 within the Capital Outlay Fund from the CCRT Business Frontage Improvement Grant project to transfer to the Economic Development Fund; and C) a budget amendment of \$200,000 in the Economic Development Fund to recognize the transfer from the Capital Outlay Fund to increase the project budget.

Summary: This Agreement will assist LORE in administering a conceptual design and facade/exterior improvement program for participating business/property owners. The scope of services outlined for this FY 2007 contract includes: (1) coordinating a survey team with local government representatives and professionals to identify a minimum of 10 targeted project sites, (2) selecting qualified architect(s) to preserve the character of the area and to create conceptual design drawings with timelines and costs, (3) qualifying businesses/property owners for conceptual designs and facade/exterior improvements through an application process, (4) providing lists of licensed landscape architects, professional engineers and licensed/bonded construction companies that work in the Lake region and are in good standing, (5) coordinating with the business incubator and financial institutions, and (6) completing a total of 5 projects with at least one project in each of the Cities of Belle Glade, South Bay, Pahokee and unincorporated Canal Point within 24 months. These funds will cover \$60,000 for architectural services, \$120,000 for facade/exterior improvements and \$20,000 for administration to total \$200,000. Funds for improvements will be 100% matched or better by business/property owners. *District 6/DW*

Background and Policy Issues:

On February 16, 2003, the Board of the County Commissioners first approved \$100,000 from the Office of Community Revitalization/Countywide Community Revitalization Team (CCRT) for a business facade improvement program and a second \$100,000 on November 21, 2004. These funds were to assist in redeveloping and regenerating the Lake Okeechobee region (CCRT area). The Lake region encompasses the Cities of Belle Glade, South Bay, Pahokee and the surrounding unincorporated areas such as Canal Point.

On December 19, 2006, the Board of County Commissioners adopted a resolution recognizing the Lake Okeechobee Regional Economic (LORE) Alliance of Palm Beach County, Inc. whose mission is to promote high quality economic development in the Lake Okeechobee region of Palm Beach County by building community consensus on regional projects, ensuring quality project design that creates a more attractive community and providing early stage conceptual project planning that result in greater economic opportunity for residents, current and potential businesses. The LORE Board is made up of local citizenry, local governments, non-profits and representatives from professional associations for architecture, landscape architecture, engineering, construction, finance and legal.

Attachments:

1.	Grant	Agreement
	O + COLLE	2 1751 001110110

2. Budget Transfer

3. Budget Amendmen

5. Budget interioring	
Recommended By: Muy Blue	3/20/07
Economic Development Director	Date /
Approved By: Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>07</u>	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>		
Capital Expenditures Operating Costs External Revenues Program Income (PBC) In-Kind Match (PBC)	0 \$200,000 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0		
NET FISCAL IMPACT	<u>\$200,000</u>		-				
# ADDITIONAL FTE POSITIONS (Cumulative)	_					
Is Item Included In Current Budget? Yes No _X							
Budget Account No: Fund Department Unit Object Reporting Category Funds are transferred from 3900-366-X086 in the amount of \$200,000.							
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:

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Assistant County Attorney

C. Other Department Review:

Buth Hogillansky- De ROPP Gr Ed Lowery

Department Director

This summary is not to be used as a basis for payment.

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GRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PALM BEACH COUNTY, INC.

THIS AGREEMENT is made as of _________, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and the LAKE OKEECHOBEE REGIONAL ECONOMIC (LORE) ALLIANCE OF PALM BEACH COUNTY, INC., a corporation duly organized and authorized to do business in the State of Florida, having its principal address at c/o Belle Glade Chamber of Commerce, 540 South Main Street, Belle Glade, Florida 33430, hereinafter referred to as LORE, whose Federal I.D. number is 20-5895168.

WITNESSETH:

WHEREAS, it is the policy of the COUNTY to stimulate and encourage economic growth in Palm Beach County; and

WHEREAS, the Board of County Commissioners has determined that providing assistance and support within the Lake Okeechobee region is essential to a stronger, more balanced, and stable economy in Palm Beach County; and

WHEREAS, on December 19, 2006, the Board of County Commissioners adopted a resolution recognizing LORE as a community based economic development organization whose mission is to promote high quality economic development in the Lake Okeechobee region of Palm Beach County by building community consensus on regional projects, ensuring quality project design that creates a more attractive community and providing early stage conceptual project planning that result in greater economic opportunity for residents, current and potential businesses; and

WHEREAS, on February 16, 2003, the Board of the County Commissioners first approved \$100,000 from the Office of Community Revitalization/Countywide Community Revitalization Team (CCRT) for a business facade improvement program and a second \$100,000 on November 21, 2004 in order to redevelop and regenerate the Lake Okeechobee region (CCRT) area; and

WHEREAS, LORE desires to provide conceptual design assistance with a facade improvement program in the Lake Okeechobee region encompassing the Cities of Belle Glade, South Bay, Pahokee and the surrounding unincorporated areas such as Canal Point for business/property owners in targeted areas identified to increase the economic vitality of the community; and

WHEREAS, the Board of County Commissioners has determined that LORE is best able to provide such assistance and support, as set forth by the terms of this Agreement; and

WHEREAS, the Board of County Commissioners has determined that it is in the public's best interests to award a grant to LORE pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. Term.

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties and shall continue in full force and effect until completion or no later than **April 10, 2010,** unless otherwise terminated as provided herein. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

Section 3. Project to be Completed by LORE:

LORE shall provide the business facade improvement program which includes conceptual design services and facade/exterior improvements (hereinafter the "Project") as more specifically described in the Scope of Work, which is attached hereto and incorporated herein as Exhibit "A". The Project, as set forth in this Agreement, shall be performed in Palm Beach County's Lake Okeechobee region.

Section 4. Responsibilities and Duties:

- A. COUNTY shall reimburse LORE an amount not to exceed <u>two hundred thousand</u> (\$200,000) for the Project, provided LORE performs pursuant to the terms and conditions of this Agreement. LORE agrees that the extent of COUNTY'S responsibility under this Agreement shall be limited solely to funding, as stated above.
- B. LORE shall secure all necessary documentation required to perform this Agreement.
- C. LORE shall administer the Project in accordance with Exhibit "A".
- D. LORE shall administer Quarterly Reports in accordance with Exhibit "C".
- E. LORE shall use its own personnel, contractor and/or subcontractors to perform this Agreement, and each contractor/subcontractor shall indemnify and save harmless the County against or from all cost, expense, damages, injury, or loss to which the County may be subjected by reason of any wrongdoing, misconduct, want of care/skill, negligence, failure to complete within the prescribed time, or default, including patent infringement, on the part of contractor/subcontractor, (his), (its), (their) agents or employees, in the execution or performance of said Contract.
- F. Upon completion of the Project, LORE shall continue its mission promoting and ensuring high quality design for focusing on high quality design for regional projects that create a more attractive community in the Lake region.

Section 5. <u>Budget Changes</u>

Project budget changes in Exhibit "A" of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Economic Development Director at his discretion during the period of this Agreement. Such requests for budget change must be made in writing by LORE to the Economic Development Director.

Section 6. Payments/Invoicing and Reimbursement

The COUNTY shall reimburse LORE upon completion of each task as identified in Exhibit "A." LORE shall submit all invoices to COUNTY identifying the Project's cumulative/total expenditure and the amount due and payable to LORE. A Contract Payment Request Form attached hereto and incorporated herein as Exhibit "B.1" is required for each and every reimbursement requested by LORE. Said form shall list the description of each invoice payable by LORE and the total of the reimbursement request. A contractual Services Payment Schedule Form attached hereto and incorporated herein as Exhibit "B.2" is required for each and every reimbursement requested by LORE. Said form shall include the vendor's name and invoice number, invoice date, amount payable by LORE, and description of services. LORE shall attach to "Exhibit B.2" copies of each vendor invoice, cancelled checks and other applicable documentation deemed necessary by COUNTY. Further, LORE'S President and Financial Officer shall certify the total funds payable by LORE on the Project and shall certify that each vendor invoice listed on the Contractual Services Payment Schedule Form was paid by LORE as indicated. LORE shall supply further documentation, such as copies of paid receipts, cancelled checks, invoices and other documentation deemed necessary by COUNTY within seven (7) calendar days of request from COUNTY. Invoices received from LORE will be reviewed and approved by COUNTY to insure that expenditures have been made in conformity with this Agreement and will be sent to the County's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. In no event shall COUNTY provide advance funding to LORE.

The Project will be initiated by LORE on <u>April 10, 2007</u>. Only those costs incurred by LORE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by County pursuant to the terms and conditions hereof. In the event

LORE ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY and COUNTY shall have no further obligation to honor reimbursement requests submitted by LORE. The determination that LORE has ceased or suspended the Project shall be made by COUNTY and LORE agrees to be bound by COUNTY'S determination.

Section 7. Excusable Delays

LORE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the LORE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Section 8. Access and Audits:

LORE shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by LORE, LORE shall similarly require each Contractor and subcontractor to maintain and allow access to such records for audit purposes.

Section 9. <u>Independent Contractor:</u>

LORE is, and shall be, in the performance of all work, services and activities under this Agreement an Independent Contractor and not an employee, agent or servant of COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to LORE'S sole direction, supervision, and control. LORE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects LORE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

LORE does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

Section 10. Personnel:

LORE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by LORE or under its supervision, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

All of LORE'S personnel, Contractors and all subcontractors while on County premises will conduct themselves in an acceptable manner and follow acceptable safety and security procedures.

Section 11. <u>Indemnification:</u>

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, LORE shall indemnify, defend, and hold harmless COUNTY against any and all actions, claims, or damages arising out of LORE'S actions in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to be used by a third party. LORE shall similarly require each contractor/subcontractor to indemnify COUNTY.

This Indemnification provision shall survive the expiration or termination of this Agreement.

Section 12. Annual Appropriation:

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

Section 13. Insurance:

LORE shall, on a primary basis and at its sole expense, agree to maintain at all times during the life of this Agreement insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by LORE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LORE under the Agreement.

- A. <u>Commercial General Liability</u> LORE shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 per occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by County's Risk Management Department.
- B. <u>Business Automobile Liability</u> LORE shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 per occurrence for all owned, non-owned and hired automobiles. In the event LORE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing LORE 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.
- C. <u>Worker's Compensation Insurance & Employers Liability</u> LORE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.
- D. <u>Additional Insured</u> LORE shall agree to endorse the COUNTY as Additional Insured with a CG 2026 Additional Insured Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured shall read <u>Palm Beach County Board of County Commissioners</u>.
- E. <u>Certificate(s) of Insurance</u> Immediately following notification of the award of this Agreement, LORE shall agree to deliver COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. The certificate(s) of insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate Holder shall be Palm Beach County, Office of Economic Development, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL 33402-1989.
- F. <u>Right to Review COUNTY</u>, by and through its Risk Management Department, in cooperation with the Office of Economic Development, reserves the right to 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. 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 operating legally.

Section 14. Breach and Opportunity to Cure:

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

Section 15. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 16. Notice:

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the "COUNTY":

Kevin Johns, Director Economic Development Office 301 N. Olive Avenue, 10th FL West Palm Beach, Florida 33401

with a copy to:

Dawn Wynn, Assistant County Attorney County Attorney's Office 301 N. Olive Avenue, 6th FL West Palm Beach, Florida 33401

As to "LORE":

Kenneth E. Lutz, President Lake Okeechobee Regional Economic Alliance of Palm Beach County, Inc. c/o Belle Glade Chamber of Commerce 540 South Main Street Belle Glade, Florida 33430

Section 17. Modification and Amendment:

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 18. Remedies:

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 19. Joint Preparation:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 20. Equal Opportunity:

COUNTY and LORE agree that no person shall on the grounds of race, color, creed, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. LORE will ensure that all contracts let for the project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 21. Arrears:

LORE shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. LORE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of

this Agreement.

Section 22. Execution:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 23. Filing:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 24. Termination:

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

Section 25. Compliance with Codes and Laws:

LORE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. LORE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 26. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, LORE shall have its contractors certify that their 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

Section 27. Severability:

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

Section 28. Entirety of Agreement:

COUNTY and LORE agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

(Remainder of page left blank intentionally.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and LORE has hereunto set its hand and seal the day and year above written.

ATTEST: SHARON R. BOCK, CLERK & COMPTROLLER	PALM BEACH COUNTY, FLORIDA, BY its BOARD OF COUNTY COMMISSIONERS		
By: Deputy Clerk	By:Addie L. Greene, Chairperson		
Approved as to Form and Legal Sufficiency: By: Assistant County Attorney	By: Kevin Johns, Director Economic Development Office		
	REGIONAL ECONOMIC ALLIANCE OF Y, INC., BY ITS BOARD		
By: Wriad Roberts DONIA A. ROBERTS	By: Title: President		
	KENNETH E LUTZ 301 Nypori. Narve. C Belle Glade FL		

(Corporate Seal)

Exhibit "A"

Scope of Services

The Lake Okeechobee Regional Economic (LORE) Alliance of Palm Beach County, Inc. will administer conceptual design assistance and a facade/exterior improvement program to qualified business/property owners identified to impact Palm Beach County's Lake Okeechobee region. The Lake region encompasses the Cities of Belle Glade, South Bay, Pahokee and surrounding unincorporated areas such as Canal Point. LORE'S services shall include, but are not limited to the following:

- 1. Coordinate a survey team with City/County representatives and professionals (architects/engineers) to identify a minimum of 10 targeted project sites in the Lake region that will increase the economic vitality of the community.
- 2. Identify business/property owners from the 10 identified targeted sites for (1) design and (2) facade/exterior improvements.
- 3. Select qualified architect(s) who will be responsible for creating conceptual design drawings, timelines and costs and preserving the character of the area. LORE must enter into an agreement with the architect(s).
- 4. Draft applications for both design and facade improvements to be approved by the Economic Development Office prior to distribution.
- 5. Provide identified business/property owners in the targeted sites with the approved design and facade improvement applications. Business/property owners must use the list of architects provided by LORE. Applications must have LORE Board approval prior to project implementation.
- 6. Provide a list of licensed/bonded construction companies in good standing to be used by architects and businesses/property owners for facade improvements. Also include a list of available qualified landscape architects and professional engineers for more complex projects not included in scope of program.
- 7. Coordinate with The EDGE Center, Inc. to assist businesses/property owners in seeking available funding sources such as the Business Loan Fund of the Palm Beaches, Inc., Farm Credit Bureau and local banks.
- 8. Complete a total of 5 projects (designs and improvements) within 24 months from start date of this Agreement. At least one project will be targeted in each of the Cities of Belle Glade, South Bay, Pahokee and unincorporated Canal Point.
- 9. Provide venue for governmental agencies/non-profit organizations to submit requests for design assistance with projects.
- 10. Monitor projects.

Eligible Expenses

Below is the maximum amount to be paid for services rendered through LORE.

Architecture

Total Funds Available \$60,000

- Estimated costs for conceptual design drawing with timeline/costs: Small Projects \$1200, Medium Projects \$2400 & Large Projects \$3600.
- > Estimated costs for design charrettes/workshops, if necessary, may range up to \$150 per hour.

Facade/Exterior Grant Program

Total Funds Available \$120,000

- Business/property owner must provide 100% match to County funds (\$1:\$1)
- A minimum request of \$5,000 County funds is available for small projects and a maximum of \$20,000 County funds for large projects.

<u>Administration</u>

Total Funds Available \$20,000

Administer the Design and Facade/Exterior Grant Program as described in the above Scope of Services.

			iibit "B.1"		
		ECONOMIC DEV	ACH COUNTY /ELOPMENT OFF	ice	
		CONTRACT PA	AYMENT REQUES	T T	
					1
Project:			Date:	MARKET A STATE OF THE STATE OF	
Grantee:	LORE ALLIANCE		Amount Requested:		
Invoice #:					
		PPO JECT DA			
			YMENT SUMMARY		
Service C	Category	Payment Request This Invoice	Total from Previous	Total Requested	Total
	ural Services	This invoice	Requests	(Cummulative)	Budgeted
Façade/E	xterior Grant Program				60,000 120,000
Program	Administration				20,000
	TOTAL				200,000
	W	ORKSHEET FOR AF	CHITECTURAL SERV	/ICES	
Service Date	Business/Property Owner	Design Services		Architect	
	Owner	Rendered		Name/Firm	Cost
				TOTAL	
		WORKSHEET FO	R FAÇADE PROGRAM		
	Business/Property	County	Private	Total Project	Amount
Date	Owner	Match	Match	Cost	Requested
			<u> </u>		
				TOTAL	
	W	ORKSHEET FOR PRO	OGRAM ADMINISTRA	TON	
T					
Time Shee	et for:			Position:	
Date Perio	d:throu	igh		Hourly Rate:	The second secon
Date	# Hours worked	Amount			
		, another			
Γotal Γ	h	C.			
	hrs	\$			-
Pertification:	I hereby certify that the	above	Certification: I hereby ce	rtify that the docume	n-
vere incurre	d for the work identified a	as being	tation has been maintain	ed as required to su	pport
			the project expenses rep able for audit upon reque	orted above and is a	vail-
President/D	late				
- coluctivD	ate		Financial Officer/Date		

2007 Contract - LORE Alliance

Exhibit "B.2" PALM BEACH COUNTY ECONOMIC DEVELOPMENT OFFICE CONTRACTUAL SERVICES PAYMENT SCHEDULE

		Project				
	Grantee	LORE ALLIANCE	Billing Date		_	
	Billing #	· · · · · · · · · · · · · · · · · · ·	Billing Peri	od	-	
Contractor Name/Payee Name (Architect, Business/Property Owner, LORE Hours)	Contractor/Payee Invoice Number and/or Date	Check Number and Date		Amount Paid This Period	General Description	
Certification: I hereby certify that the above were used in accomplishing the	purchase(s) noted ne project.		and other pt	archasing documentati	bid tabulations, executed contract ca ion have been maintained as required lable for audit upon request.	ncelled checks, I to support the
President/Date	-		Financial Offi	cer/Date		

Exhibit "C" Quarterly Report

Grantee: LORE Alliance	
	Quarter (circle): 1 2 3 4
	Year (circle): 2007 2008 2009
Date Submitted:	
Project Accomplishments For	Quarter
I. Architectural Services	
Total number of applications received for design assistance.	
Total number of applications approved for design assistance	

#	Business/Property Owner & Address	Design Services Rendered	Architect	% Complete	Cost
1					
2					
3		()			<u> </u>
4					
5					
		**************************************		Total	

II. Facade/Exterior Improvements

Total number of huginage/man and a superior to the superior to	
Total number of business/property owner applications received for improvements.	
Total must an a Classic	
Total number of business/property owner applications approved for improvements.	
T 1 5 approved for improvements.	

#	Business/Property Owner & Address	% Completed	County Match Approved	Private Match Approved	Total Cost of Project Completed
1					
2			-		- 14
3					
4					•
5					
J		Total	·		

111.	Administration	Number of hours of worked	
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IV. Please provide the following information.

- 1. Copy of professional service agreements with architect(s) during quarter.
- 2. Listing of available licensed and bonded construction companies.
- 2. Explanation for any anticipated delays and/or problems encountered.

ACORD25(2001/08)

Ma	r	29 07	7 10:15a K	enneth E. Lutz		561-996-2	718	p.1		
A	C	ORD	·· CERTIFICA	ATE OF LIABILIT	Y INSUR	ANCE		DATE(MM/DD/YYY) 3/29/2007		
PROC MI	LT(RPENTER INSURA		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
Ве	110	e Gla	de, FL 33430-1	270		INSURERS AFFORDING COVERAGE				
INSUF		996-		DECTONAT ECONOMIC		NAIC#				
			IANCE OF PBC,	REGIONAL ECONOMIC		INSURER B UNITED STATES LIABILITY				
			S MAIN STREET		INSURER C					
		BEI	LE GLADE, FL	33430	INSURER D:					
					INSURER E:					
TH AN	E PO Y RE	QUIREME RTAIN TI	ENT, TERM OR CONDITION HE INSURANCE AFFORDED	OW HAVE BEEN ISSUED TO THE INS OF ANY CONTRACT OR OTHER D D BY THE POLICIES DESCRIBED HE HAVE BEEN REDUCED BY PAID CLA	OCCUMENT WITH R REIN IS SUBJECT T IMS.	ESPECT TO WHICH O ALL THE TERMS	H THIS CERTIFICATE MAY E	BE ISSUED OR		
INSR LTR			TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MIWDD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
		GENERAL	LIABILITY		ı		DAMAGE TO RENTED	\$ 1,000,000		
A			MERCIAL GENERAL LIABILITY			03/29/08	T (Claridge (Ed Cocci Crico)	\$ 100,000 \$ 5,000		
		i	CLAIMSMADE X OCCUR	TBA /03-2007	03/29/07			5 5,000 EXC		
A .				IBA /03-2007	03/29/07	03/29/00		s 2,000,000		
:		GEN'L AG	GREGATE LIMIT APPLIES PER:	·		1	PRODUCTS - COMP/OP AGG	s EXC		
	-		CY JECT LOC BILE LIABILITY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$		
		ALL 0	DWNED AUTOS EDULED AUTOS			:	BODILY INJURY (Per person)	\$		
		HIRE	D AUTOS -OWNED AUTOS			-	BODILY INJURY (Per accident)	\$		
							PROPERTY DAMAGE (Persocident)	\$		
		GARAGE	•					\$		
		ANY	AUTO		 		OTHER THAN EA ACC AUTOONLY: AGG	\$		
		EXCESS/	JMBRELLA LIABILITY				EACH OCCURRENCE	S		
		OCCUR CLAIMSMADE					AGGREGATE	\$		
			HOTIOLE					\$ \$		
			UCTIBLE ENTION \$					\$		
WORKERS COMPENSATIONAND							WCSTATU- OTH- TORYLIMITS ER			
	ANY		M/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$		
	OFFICER/MEMBER EXCLUDED? If yes, describe under		nder				E L. DISEASE - EA EMPLOYEE			
	SPE		SIONS below				E.L. DISEASE - POLICY LIMIT	\$		
В	_			TBA	03/29/07	03/29/08	1,000,000 (D&O) 1,000,000 (EPL)			
DESC	RIPT	ION OF OPE	RATIONS/LOCATIONS/VEHICE	ES / EXCLUSIONS ADDED BY ENDORSEM	ENT / SPECIAL PROVIS	ions				
				TIONAL INSURED		·				
CEF	TIF	CATE H	OLDER		CANCELLAT					
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 1989 WEST PALM BEACH, FL 33402					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT AGENTS OR REPRESENTATIVES					
					AUTHORIZED REPRESENTATIVE					

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30 March 2007

Pamela L. Nolan
Economic Development Specialist
Economic Development Office
Palm Beach County Government Office Building
301 North Olive Avenue
West Palm Beach, Florida 33401

Re: Employee status pertaining to Lake Okeechobee Regional Economic Alliance of Palm Beach County, Inc.

Ms. Nolan:

As of the date of this letter, LORE does not employ any people.

At an indeterminate date, we expect to engage the services of people in furtherance of our mission.

Respectfully,

Connein E.

BGEX 610-021507*1062

Page 1 of 1 pages

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

FUND 3900 Capital Outlay Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBEF ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF	REMAINING BALANCE
EXPENDITURES							
366-X086-8201 Business Frontage Improvement Grant	200,000	200,000		200,000	0	0	0
821-9100- 9099 Transfer to Eco. Development	0	0	200,000	0	200,000	0	200,000
	0	0		0	0	0	0
Total Appropriations & Expenditures			200,000	200,000			
						•	

Office of Community Revitalization

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
Administration/Economic Development Approval
OFMB Department - Posted

Date 3/20/0=

Signatures

2/20/07

By Board of County Commissioners

At Meeting of

Deputy Clerk to the

Board of County Commissioners

BUDGET AMENDMENT

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA

Fund 1539

Economic Development Fund

Page 1 of 1 pages

Advantage Document Numbers: BGEX 032607*1301

032607*330

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 2/15/07	REMAINING BALANCE
Revenues							
1539-800-8000-8207 Transfer from OCR Capital Outlay Fund 3900	2,398,186	2,462,186	200,000	0	2,662,186	0	2,662,186
Total Receipts and Balances	7,021,003	7,072,542	200,000	0	7,272,542		
Expenditures							
1539-764-1210-6505 Design, Engineering & Management	0	0	200,000	0	200,000	0	200,000
Total Appropriations & Expenditures	7,021,003	7,072,542	200,000	0	7,272,542		
	Signatures			Date		By Board of Count	y Commissioners
Economic Development	_ /					At Meeting of	•
INITIATING DEPARTMENT/DIVISION	lyohu	· · · · · · · · · · · · · · · · · · ·	<u> </u>	3/20/07	·		4/10/07
OCR RUDGET DEPARTMENT APPROVAL	Toll XIII	wesens In	76/~	13-20-	20017	Deputy Clerk to the	•

OCR BUDGET DEPARTMENT APPROVAL

OFMB Department - Posted

Deputy Clerk to the **Board of County Commissioners**