





**FIRST AMENDMENT TO DEVELOPMENT REGIONS  
GRANT AGREEMENT R2006-1172  
CITY OF RIVIERA BEACH**

**THIS AMENDMENT** is made \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the CITY OF RIVIERA BEACH, a public body corporate and politic, hereinafter referred to as GRANTEE.

**WITNESSETH**

**WHEREAS**, on June 20, 2006, the COUNTY and the GRANTEE entered into a Grant Agreement (Defined as "Agreement") Document #R2006-1172, for three (3) business projects located in the City of Riviera Beach area; and

**WHEREAS**, two (2) of the participating businesses have experienced difficulties in completing their projects due to an illness and financial difficulties; and

**WHEREAS**, the two (2) participating businesses are now able to complete their projects; and

**WHEREAS**, the COUNTY and the GRANTEE desire to amend the Agreement as set forth below; and

**WHEREAS**, the COUNTY finds and declares that it is in the public's best interest to amend the Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, the parties hereby amend the Agreement as follows:

I. Paragraph I. entitled **TERM OF AGREEMENT**:

Sentence 2 is hereby deleted and replaced with the following: This Agreement will commence on June 20, 2006 and expire fifty (50) months following the Effective Date on August 20, 2010.

II. Paragraph III. entitled **GRANTEE'S PERFORMANCE OBLIGATIONS**:

Sentence 2 of Section A. **Redevelopment Activities** is hereby deleted and replaced with the following:

Such activities as described in **Exhibit "A"** shall commence within eighteen (18) months of the effective date of this Agreement [June 20, 2006].

Sentence 1 of Section B. **Grant Award and Job Requirements** is hereby deleted and replaced with the following:

GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit "A"** to this Agreement, the creation of at least **fourteen (14) full-time or equivalent jobs** in Palm Beach County within twenty-six (26) months [August 20, 2008] and maintain same for twenty-four (24) months, or through the fiftieth (50<sup>th</sup>) month [August 20, 2010], which ever shall occur first.

Sentence 2 of Section D. **Verification of Terms and Conditions** is hereby deleted and replaced with the following:

GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than August 20, 2010, the expiration of the fiftieth (50<sup>th</sup>) month subsequent to the Effective Date of this Agreement.

III. Paragraph IV. entitled **PAYMENT PROCEDURES, CONDITIONS**:

Number 2. of Section A. **Reimbursement of Eligible Expenses** is hereby deleted and replaced with the following:

2. incurred not more than twenty-four (24) calendar months [ending June 20, 2008] subsequent to the Effective Date of this Agreement [June 20, 2006].

Sentence 1 of Section C. **Reimbursement Deadline** is hereby deleted and replaced with the following:

Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the twenty-sixth (26<sup>th</sup>) calendar month [August 20, 2008].

- IV. Paragraph VI. entitled **REPORTING REQUIREMENTS** is hereby amended to include an additional reporting period:

<b>Reporting Period</b>	<b>Due Date</b>
9 (July – December 2010)	Monday, January 31, 2011

Except as set forth herein, the Agreement remains unrevised and in full force and effect, and the parties hereby ratify, confirm and adopt the Agreement as amended hereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

WITNESS

CITY OF RIVIERA BEACH  
BY ITS CITY COUNCIL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Name (type or print)

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 TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

R2006-1172

PALM BEACH COUNTY DEVELOPMENT REGIONS  
GRANT AGREEMENT

THIS AGREEMENT is made as of JUN 20 2006, 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 City of Riviera Beach, a public body corporate and politic, hereinafter referred to as GRANTEE.

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 development regions is essential to a stronger, more balanced, and stable economy in Palm Beach County; and

WHEREAS, GRANTEE wishes to provide such assistance and support by participating in the redevelopment and revitalization of a development region within GRANTEE'S geographic boundaries; and

WHEREAS, the Board of County Commissioners has determined that the GRANTEE 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 the GRANTEE 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:

I. TERM OF AGREEMENT

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Agreement will commence on June 20, 2006 and expire forty-four (44) calendar months following the Effective Date on February 20, 2010.

II. MAXIMUM GRANT AMOUNT

In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of one hundred eight thousand, five hundred and forty-four dollars (\$108,544).

III. GRANTEE'S PERFORMANCE OBLIGATIONS

- A. **Redevelopment Activities.** GRANTEE shall contract with one or more qualified entities to perform certain redevelopment activities as more specifically set forth in **Exhibit A**, attached hereto and incorporated herein by reference. Such activities as described in **Exhibit A** shall commence within twelve (12) calendar months of the effective date of this Agreement. GRANTEE shall cause the redevelopment activities contemplated by this Agreement to be completed in accordance with the terms of this Agreement. GRANTEE agrees that it shall be solely liable to COUNTY for performance under this Agreement, and that, in the event of default, GRANTEE shall, as more specifically set forth hereinafter, refund to COUNTY the Grant Award. GRANTEE hereby certifies that it is authorized by law to be so bound.

**B. Grant Award and Job Requirements.** GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least **fourteen (14) full-time or equivalent jobs** in Palm Beach County within twenty (20) months [February 20, 2008] and maintain same for twenty-four (24) months, or through the forty-fourth (44<sup>th</sup>) month [February 20, 2010], which ever shall occur first. The grant award is **\$7,753.14** per full-time or equivalent job. The total grant award shall not exceed **\$108,544**. In the event the GRANTEE fails to create/retain and/or maintain, all of the aforementioned jobs, GRANTEE shall refund to COUNTY the amount equal to the grant award per job, multiplied by the number of positions not created, retained or maintained. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs created and/or retained in Palm Beach County. Such evidence must be provided with the final semi-annual report in the format set forth on **Exhibit C**. For the purposes hereof, a full-time or equivalent job equals one job totaling 2080 hours annually or two or more positions that together total at least 2080 hours per year, and a part time or equivalent job equals one job totaling 1040 hours annually or two or more positions that together total at least 1040 hours per year. A job must pay a salary equal to or better than the minimum wage as determined by the Florida Agency for Workforce Innovation. For the purposes of this Agreement, the term salary means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Agency for Workforce Innovation definitions, paid to employees.

**C. Workforce Alliance, Inc.** In the event a job becomes available, the business shall mail the job description to the Workforce Alliance, Inc. at the address stated below. It is the intent of this clause to make all opening positions available on a competitive basis.

Workforce Alliance, Inc.  
326 Fern Street, Suite 301  
West Palm Beach, FL 33401  
561-340-1061, ext. 221  
Fax: 561-340-1062

**D. Verification of Terms and Conditions.** As a further condition to retaining any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 20, 2010, the expiration of the forty-fourth (44<sup>th</sup>) month subsequent to the Effective Date of this Agreement. In the event GRANTEE fails to create/retain and/or maintain the required jobs, or provide the aforementioned verification within the permitted times, GRANTEE shall refund to COUNTY the portion of the grant award paid by COUNTY to GRANTEE for each job not created/retained/maintained, or verified.

**E. Material Change of Circumstances.** GRANTEE shall immediately notify COUNTY of any material change of circumstances at the business(es) identified on **Exhibit A** hereto. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of the business(es) to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of more than 10% of the assets or stock or ownership interest in the business(es), the suspension, closing or cessation of operation of the business(es), voluntary or involuntary bankruptcy or an assignment for the benefit of such business(es) creditors. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Agreement, whereupon COUNTY shall have no further obligation to GRANTEE under this Agreement. Any Agreement entered into between GRANTEE and such business(es) shall require such business(es) to immediately notify GRANTEE and COUNTY of a

material change of circumstances and shall inform such business(es) of the potential for termination of funding in the event of a material change of circumstances. GRANTEE shall use reasonable diligence to monitor the business(es) to insure that no material change of circumstances occur at such business(es) which COUNTY is not informed of and shall certify to COUNTY the absence of same at the time of any requests for payment hereunder.

- F. **Budget Changes.** 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/her discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the GRANTEE to the Economic Development Director.

#### IV. PAYMENT PROCEDURES, CONDITIONS

- A. **Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award of **\$108,544** (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on **Exhibit A**, for the eligible types of expenditures which are identified on **Exhibit B** to this Agreement, which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:
1. incurred on or after June 20, 2006; and
  2. incurred not more than eighteen (18) calendar months [ending December 20, 2007] subsequent to the Effective Date of this Agreement;
- B. **Proper Documentation of Expenses.** Requests for payment of Eligible Expenses incurred after the Effective Date of this Agreement shall be submitted to COUNTY, and shall be accompanied by proper documentation as determined by County in its sole discretion. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. In the case of invoices that have not first been paid by GRANTEE, GRANTEE shall certify to the COUNTY that each invoice presented for payment relates directly to work satisfactorily completed in accordance with this Agreement.
- C. **Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the twentieth (20) calendar month [February 20, 2008]. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.
- D. **Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.
- E. **Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Agreement. The GRANTEE shall also be liable for reimbursing the COUNTY for any lost or stolen funds.
- F. **Termination of Agreement.** Termination of this Agreement by COUNTY shall