

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
 NET FISCAL IMPACT	 <u>-0-</u>	 =	 =	 =	 =
 # ADDITIONAL FTE POSITIONS (Cumulative)	 ___	 ___	 ___	 ___	 ___

Is Item Included In Current Budget? Yes ___ No ___
 Budget Account No: Fund ___ Department ___ Unit ___ Object ___
 PC: 0640

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

C. Departmental Fiscal Review: *[Signature]* 3/10/08

III. REVIEW COMMENTS

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

No additional fiscal impact.

[Signature] 3-21-08
 OFMB *(ND)* 3/20/08 *CN* 3/20/08

[Signature] 3/24/08
 SW Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with our review requirements.

[Signature] 3/24/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**FIRST AMENDMENT TO DEVELOPMENT REGIONS
GRANT AGREEMENT R2006-1168
CITY OF BELLE GLADE**

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 BELLE GLADE, 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 #R2006-1168, for three (3) business projects located in the City of Belle Glade; and

WHEREAS, two (2) of the three (3) participating businesses, Lake Welding Supplies, Inc. and Modern Beauty Salon UNISEX, requested a total of \$18,900 in County funds to create four (4) full-time equivalent jobs, were unable to meet the contractual requirements and withdrew from the program; and

WHEREAS, the City has requested a project change and a twelve month extension for the remaining funds totaling \$18,900 to assist with the restoration of the old city hall building, circa 1939, cornerstone for the Avenue A Revitalization Project, which the County recently submitted in applications to the U.S. Housing and Urban Development (HUD) for a Brownfield Economic Development Initiative (BEDI) Grant and a Section 108 Loan; and

WHEREAS, the City has acquired a Cultural Facilities grant through the Florida Department of Cultural Affairs totaling \$362,500 to be spent on phase one of the old city hall building; and

WHEREAS, the City recently leased the old city hall property to The EDGE Center, Inc., a Glades business incubator, to operate, manage and provide space to small start-up and existing businesses with an emphasis on cultural arts and technology; and

WHEREAS, The EDGE Center, Inc. and small businesses will create a total of four (4) full-time equivalent jobs in addition to the incubator's two and a half (2.5) existing full-time equivalent jobs;

WHEREAS, the COUNTY and the GRANTEE desires 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:

1. 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-six (56) months following the Effective Date on February 20, 2011.

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 twenty-two (22) calendar months [April 20, 2008] 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 eighteen (18) full-time or equivalent jobs in Palm Beach County within thirty-two (32) months [**February 20, 2009**] and maintain same for twenty-four (24) months or through the fifty-sixth (56th) month [**February 20, 2011**], 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 February 20, 2011, the expiration of the fifty sixth (56th) 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 thirty (30) calendar months [ending December 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 thirty-second (32nd) calendar month [**February 20, 2009**].

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

Reporting Period	Due Date
9 (July – December 2010)	Monday, January 31, 2011
10 (January – June 2011)	Friday, July 29, 2011

V. Project Name #2 and #3 of **Exhibit A** entitled **BUSINESS/PUBIC IMPROVEMENT PROJECT AND PROJECT DESCRIPTION** is hereby deleted and replaced with the following:

Project Name #2: Belle Glade's Old City Hall - Phase I

Description: This project is in phase I which includes architectural/engineering drawings and renovations of the first floor of the old city hall building located on Avenue A adjacent to the Hillsboro Canal. Built in 1939, the old city hall is the cornerstone for the Avenue A Revitalization Project made up of thirty-three business/property owners. The City recently leased the property to The EDGE Center, Inc., a business incubator, to assist very small start-up and existing businesses with a special focus on cultural arts and technology. Funds will be used to complete phase I of the project with a \$362,500 Cultural Facilities grant awarded by the Florida Department of Cultural Affairs to be expended by December 31, 2008. The building will accommodate the business incubator and several small businesses after phase I has been completed.

Location: 33 W. Avenue A, Belle Glade, FL 33430

Performance Goal: Full-time or equivalent jobs to be created: 4
Full-time or equivalent jobs existing at the time of contract: 2.5

Funding Sources: Palm Beach County \$ 18,900
City/CRA \$362,500
Total Project Cost \$381,400

Contact: Suzanne Harper, Executive Director
The EDGE Center, Inc.
241 W. Avenue A, Belle Glade, FL 33430
(561) 993-3343, Fax: (561) 993-3344
THEEDGECENTER@comcast.net

(THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.)

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

Debra R. Buff
Signature
DEBRA R. BUFF
Name (type or print)

CITY OF BELLE GLADE
BY ITS CITY COUNCIL

By: *Donald H. ...*
Mayor

Seal



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: *[Signature]*
Department Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
GLEN J. TORCIVIA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/07

PRODUCER
1-800-524-0191
Arthur J. Gallagher Risk Management Services
Arthur J. Gallagher & Co. (Florida)
7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819
Greg Butterfield

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.

INSURED
City of Belle Glade
Public Risk Management
110 Dr Martin Luther King Jr

Belle Glade, FL 33430

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Public Risk Management	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRM06-010	10/01/06	04/01/08	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ Nil PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PRM06-010	10/01/06	04/01/08	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PRM06-010	10/01/06	04/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Palm Beach County Office of Economic Development Governmental Center in included with respect to commercial general liability coverage only as evidenced herein as required by written contract with respect to the Grant Agreement held by the above named insured.

CERTIFICATE HOLDER

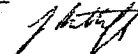
Palm Beach County Economic Development Office
Government Center
Pam Nolan
P.O. Box 1989, 10th Floor
West Palm Beach, FL 33402

USA

CANCELLATION

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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08) candkoe
6219082

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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 Belle Glade, 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 sixty-eight thousand nine hundred dollars (\$68,900).

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.