

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 04-01-08 [X] 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: Amendment No.1 to Agreement R2006-1169 with the Delray Beach Community Redevelopment Agency (CRA) to: a) extend the term of the expiration date from February 20, 2010 to February 20, 2011; and b) revise Exhibit A to the contract.

Summary: On June 20, 2006, the Board of County Commissioners approved the Grant Agreement with the Delray Beach Community Redevelopment Agency (R2006-1169) for three economic development projects; City Limits (SCRAM LLC), Dental Office of Jonathan Freed, DDS, and BADI d/b/a Community Market Store and Hammad Plaza. City Limits (SCRAM LLC) has been completed. The Dental Office of Jonathan Freed, DDS, did not want to proceed with its project. The remaining project, BADI d/b/a Community Market Store and Hammad Plaza, experienced delays due to a project size and cost increase which is now moving forward and is in the final permitting phase. This amendment will allow for a twelve month extension to the construction reimbursement deadline, the hiring deadline and job maintenance period for the BADI project, and eliminate the \$50,000 earmarked for the Dental Office of Jonathan Freed, DDS. All projects are located in the "Core" (20% or greater poverty) area of the Development Regions. District 7 (DW)

Background and Policy Issues: The scope of the BADI project which includes interior/exterior renovations has increased. The total project cost increased from \$350,000 to \$400,000 with County funds remaining at \$50,000, the CRA funds remaining at \$25,000 and private funds increasing to \$325,000. In addition, the CRA has committed to paying a portion of the landscape and sidewalk improvements. This project will create a total of five (5) full-time equivalent jobs. The completed project, City Limits (SCRAM LLC) was awarded \$50,000 in County funds with a \$25,000 CRA match to renovate its building for a total cost of \$773,050, creating eighteen (18) full-time equivalent jobs. With the elimination of the Dental Office of Jonathan Freed, DDS, project, the Grant Agreement (R2006-1168) with the Delray Beach Community Redevelopment Agency will decrease from \$150,000 to \$100,000 in County funds. With this extension, the BADI project will have a total of twelve (12) months for construction to be completed, thirty-two (32) months from the date of the agreement (June 20, 2006) to create the full-time or equivalent jobs and a job maintenance period of twenty-four (24) months.

Attachments:

- 1. First Amendment
- 2. Contract R2006-1168

Recommended By: Kevin J. O'Neil 3-19-08
Economic Development Director Date

Approved By: Sharon B. Byrd 3-25-08
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>(50,000)</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>(50,000)</u>	 =====	 =====	 =====	
 # ADDITIONAL FTE POSITIONS (Cumulative) _____		_____	_____	_____	

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No: Fund 1539 Department 764 Unit 1060 Object 8201
 Reporting Category _____

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

Grant funds reduced from \$150,000 to \$100,000 due to elimination of one business project. The \$50,000 fund is unencumbered.

C. Departmental Fiscal Review:

[Handwritten Signature]

 MM

III. REVIEW COMMENTS

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

<p><i>[Handwritten Signature]</i> _____ 3/21/08 OFMB (UD) 3/20/08 3/20</p>	<p><i>[Handwritten Signature]</i> _____ 3/21/08 Contract Dev. and Control 3/24/08</p>
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This amendment complies with our review requirements.

B. Legal Sufficiency:

[Handwritten 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 R2006-1169
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

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 DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 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 #R2006-1169, for three (3) business projects; City Limits (SCRAM LLC), BADI d/b/a Community Market Store and Hammad Plaza and the Dental Office of Jonathan Freed, DDS, located in the Delray Beach Community Redevelopment Area; and

WHEREAS, City Limits (SCRAM LLC) completed its project and the Dental Office of Jonathan Freed, DDS, did not meet the contractual requirements, withdrawing from the program; and

WHEREAS, the owner of BADI d/b/a Community Market Store and Hammad Plaza had a project cost increase which has been resolved and is now is the final permitting phase, and

WHEREAS, the CRA has requested a twelve month extension for the business project, BADI d/b/a Community Market Store and Hammad Plaza, using the awarded \$50,000 in County funds to complete the expansion and interior/exterior renovations for the Community Market Store and the additional two bays which will be used for a coffee/pizzeria and retail shop in the West Atlantic Redevelopment Area; and

WHEREAS, the business project for the Dental Office of Jonathan Freed, DDS, and the unspent County funds totaling \$50,000 will be removed from the Agreement which will decrease the total grant amount from \$150,000 to \$100,000 in County funds; and

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 I. entitled Maximum Grant Amount

Sentence 1 is hereby deleted and replaced with the following: In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of one hundred thousand dollars (\$100,000).

III. 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, 2 and 3 of Section **B. Grant Award and Job Requirements** is hereby deleted and replace 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 twenty-three (23) 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. The grant award is \$4,347.82 per full-time or equivalent job. The total grant award shall not exceed \$100,000.

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 [June 20, 2006].

IV. 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].

V. 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

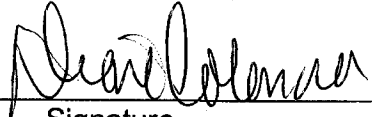
VI. Project Name **#3 of Exhibit A entitled BUSINESS/PUBLIC IMPROVEMENT PROJECT AND PROJECT DESCRIPTION** is hereby deleted.

(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

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY:


Signature

By: 
Chair

DIANE COLONNA
Name (type or print)

Seal

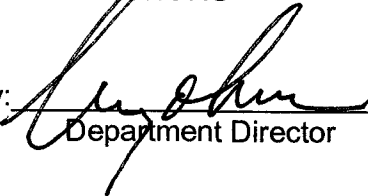
ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

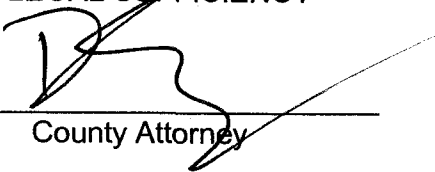
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY
ECONOMIC DEVELOPMENT OFFICE
PO BOX 1989
WEST PALM BEACH FL 33402 1989

Administrator

Issue Date 2/28/08

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0704

COVERAGE PERIOD: FROM 10/1/07

COVERAGE PERIOD: TO 10/1/08 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$1,000
- Coinsurance 80%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond
-

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Grants.

The Certificate Holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described item.

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 AGREEMENT ABOVE.

DESIGNATED MEMBER

DELRAY BEACH COMMUNITY REDEVELOPMENT
AGENCY
20 NORTH SWINTON AVENUE
DELRAY BEACH FL 33444

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

R2006-1169

PALM BEACH COUNTY DEVELOPMENT REGIONS
GRANT AGREEMENT

THIS AGREEMENT is made as of June 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 Delray Beach Community Redevelopment Agency (CRA), 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 fifty thousand dollars (\$150,000).

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.