

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 05-06-08 [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:**

- A) Amendment No. 1 to Agreement R2007-0911 with Bryan Boysaw & Associates a/k/a Law Offices of Bryan Boysaw and Associates, P.A., to extend the expiration date from April 1, 2008 to April 1, 2010; and
- B) A Subordination Agreement to the Declaration of Restrictions with Bryan Boysaw & Associates.

**Summary:** On June 19, 2007, the Board of County Commissioners approved the Community Development Block Grant (CDBG) Economic Set-Aside Agreement (R2007-0911) with Bryan Boysaw & Associates in the amount of \$60,000 for the acquisition of real property located at 501 Rosemary Avenue, West Palm Beach, Florida 33401 for the company's expansion. This amendment will allow for a twelve month extension to the existing agreement for the completion of construction and twelve months for the hiring of 4 full-time equivalent jobs. The Subordination Agreement will allow the company to close a \$500,000 construction loan with SunTrust Bank ("Suntrust") and the loan to be secured by a mortgage and security agreement encumbering the Property ("Suntrust Mortgage"). The project was delayed until funds could be secured for construction. **These are Federal funds and require no local matching funds.** District 7 (DW)

**Background and Policy Issues:** On November 5, 2007, the County filed a Declaration of Restrictions after reimbursing Bryan Boysaw & Associates \$60,000 for the purchase of the commercial property located at 501 Rosemary Avenue, West Palm Beach, Florida 33401. These funds were matched by the City of West Palm Beach, \$60,000, and Bryan Boysaw & Associates, \$30,000. The company completed the design, demolition and other predevelopment costs totaling \$70,000. The total project cost is estimated at \$720,000.

The Community Development Block Grant (CDBG) regulations at 24 CFR 570.203 list "special economic development" as an activity eligible for CDBG funding. At a budget workshop on Economic Development, held on July 7, 1997, Palm Beach County Department of Housing and Community Development (HCD) was requested by the Board of County Commissioners (BCC) to set aside ten percent (10%) of its annual Community Development Block Grant (CDBG) entitlement to fund economic development activities. As a result, HCD implemented its Economic Development Set-Aside Program in Fiscal Year 1998-99 and has funded the program each year subsequently. The Set-Aside Program's primary goals are to: a) create/retain jobs in which 51% must be held by low-and moderate-income persons; and b) to promote economic development in and adjacent to the development regions (areas identified as 10% or higher poverty). The Economic Development Office has administered the program since FY2006-2007.

**Attachments:**

- 1. Amendment No. 1
- 2. Subordination Agreement
- 3. Declaration of Restrictions
- 4. Contract R2007-0911

Recommended By: [Signature] 4/22/08  
Economic Development Director Date

Approved By: [Signature] 4/28/08  
Assistant County Administrator Date

**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>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>

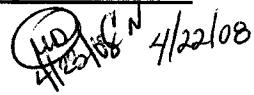
Is Item Included In Current Budget? Yes \_\_\_ No \_\_\_  
 Budget Account No: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Object \_\_\_  
 Reporting Category \_\_\_\_\_

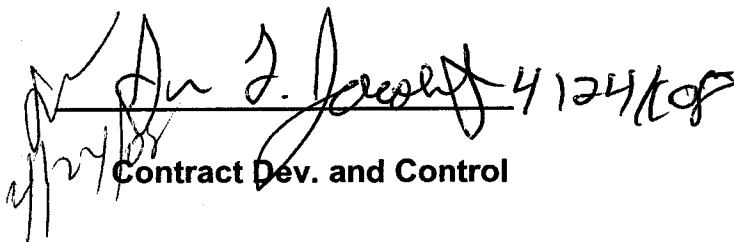
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

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

No fiscal impact  
 Atwill hit 4.23.08  
 OFMB 

  
 Contract Dev. and Control

**B. Legal Sufficiency:**

This amendment complies with our review requirements.

  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY**  
**AND**  
**BRYAN BOYSAW AND ASSOCIATES ALSO KNOWN AS LAW OFFICES OF**  
**BRYAN BOYSAW AND ASSOCIATES, P.A.**

**THIS FIRST AMENDMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Palm Beach County (hereinafter referred to as the "County"), a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and **Bryan Boysaw and Associates a/k/a Law Offices of Bryan Boysaw and Associates, P.A.**, a corporation duly organized and authorized to do business in the State of Florida, having its principal office at **771 Village Blvd., Suite 202, West Palm Beach, Florida 33409** and whose **Federal Tax Identification Number is 65-0995371**, hereinafter referred to as the "Company."

**WITNESSETH**

**WHEREAS**, on June 19, 2007, Palm Beach County and **Bryan Boysaw and Associates a/k/a Law Offices of Bryan Boysaw and Associates, P.A.** entered into an Agreement (R2007-0911) to provide \$60,000 in Community Development Block Grant funds for the acquisition of real property located at 501 Rosemary Avenue, West Palm Beach, Florida 33401 for the company's expansion and to create four (4) full-time equivalent jobs as specified in Exhibit "A" of the Agreement; and

**WHEREAS**, the Company's project has been delayed until a Subordination Agreement is approved by the County to assist the Company in closing a \$500,000 construction loan; and

**WHEREAS**, the Company has requested a twelve month extension for construction and a twelve month extension to hire the required four (4) full-time equivalent jobs; and

**WHEREAS**, the Palm Beach County Board of County Commissioners are aware of the need for economic revitalization and the creation of full-time equivalent jobs for low- and moderate income residents in the County's high poverty areas; and

**WHEREAS**, the County desires to modify the original Agreement entered into on June 19, 2007 by extending the project completion date from April 1, 2008 to April 1, 2010; and

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

1. **PART III entitled COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT**

This Agreement will expire on April 1, 2010 and all services required hereunder shall be completed by the Company by April 1, 2010, with the exception of submittal of the annual reports as required by Exhibit "A".

2. **EXHIBIT "A" entitled WORK PROGRAM NARRATIVE**

I. **The COMPANY Agrees to:**

B. Paragraph 1, Section D. entitled REPORTS: The Company shall submit the reports listed below to EDO:

1) Sentence 3 is hereby deleted and replaced with:

For year two (2), year three (3), year (4), year (5), and year 6, the Company will only submit annual reports (due by May 1, 2009, May 1, 2010, May 1, 2011, May 1, 2012, and May 1, 2013, *respectively*).

(The remainder of this page has been left intentionally blank.)

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 the COMPANY has hereunto set its hand and seal the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, A  
POLITICAL SUBDIVISION OF THE STATE  
OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS

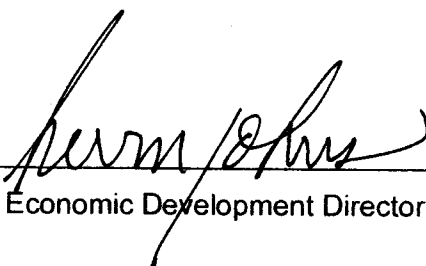
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

APPROVED AS TO  
TERMS AND CONDITIONS:

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

By:  \_\_\_\_\_  
Economic Development Director

COMPANY: **Bryan Boysaw and Associates**  
**a/k/a Law Office of Bryan Boysaw**  
**and Associates, P.A.**

By: \_\_\_\_\_  
COMPANY Representative  
Print Name & Title

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Lynn Solomon, Esq.  
Lynn Solomon, P.A.  
315 11<sup>th</sup> Street  
West Palm Beach, Florida 33401

### ***SUBORDINATION AGREEMENT***

This Subordination Agreement is executed this \_\_\_ day of \_\_\_\_\_ 2008, by **Palm Beach County, Florida** ("the County"), a political subdivision of the State of Florida, whose post office address is c/o County Attorney's Office, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401 and **Bryan Boysaw & Associates also known as Law Offices of Bryan Boysaw and Associates, P.A.** ("Boysaw"), a Florida corporation whose address is 771 Village Boulevard, Suite 202, West Palm Beach, Florida 33409.

#### WITNESSETH

A. On or around June 4, 2007, Boysaw executed and delivered a Declaration of Restrictions in favor of the County as recorded November 5, 2007 in Official Records Book 22232, Page 1967 of the Public Records of Palm Beach County, Florida (the "Declaration") which Declaration encumbers the real property described in Exhibit "A" attached hereto (the "Property").

B. Boysaw has requested a construction loan in the amount of **FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$500,000.00)** (the "Loan") from SunTrust Bank, ("Suntrust"). The Loan shall be secured by a mortgage and security agreement encumbering the Property (the "Suntrust Mortgage").

C. As a condition of the Loan, Suntrust requires a lien paramount and superior to all liens or encumbrances on the Property and Boysaw has asked the County to enter into this Subordination Agreement to acknowledge that the Declaration is subordinate and inferior to the SunTrust Mortgage.

D. Subject to its terms and conditions, Suntrust is willing to make the Loan, provided the County agrees to subordinate its Declaration.

NOW THEREFORE, for valuable consideration, the parties agree as follows:

1. The recitals set forth in paragraphs A through D are true and correct and are incorporated herein by reference.

2. The County hereby acknowledges and consent to subordinate its interest in the Declaration to the Suntrust Mortgage which will encumber the Property.

3. This Subordination Agreement shall be binding on the successors and assigns of the County and Boysaw and shall be recorded in the Public Records of Palm Beach County, Florida.

4. This Subordination Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

5. In the event of litigation to enforce or interpret this Agreement, each party shall be responsible for their own attorney's fees, including at the appellate level and fees of paralegal and costs.

***INTENTIONALLY LEFT BLANK***

---

**COUNTERPART SIGNATURE PAGES FOR SUBORDINATION AGREEMENT**

**Palm Beach County, Florida,** a political subdivision of the State of Florida

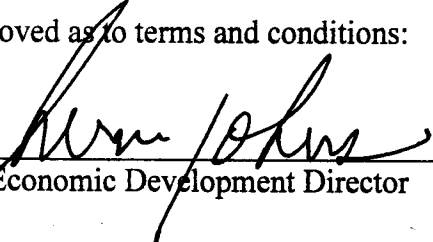
By:

\_\_\_\_\_  
ADDIE L. GREENE, Chairperson

Attested:  
Sharon R. Bock, Clerk

By: \_\_\_\_\_  
Deputy Clerk

Approved as to terms and conditions:

By:   
\_\_\_\_\_  
Economic Development Director

Approved as to form and legal sufficiency:

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

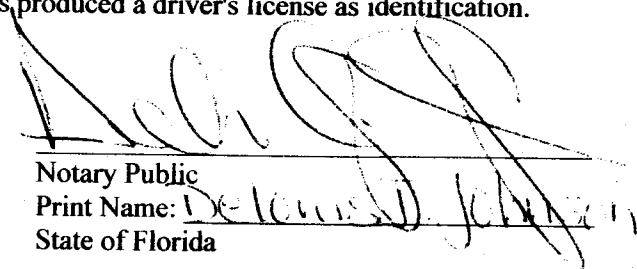
**COUNTERPART SIGNATURE PAGE SUBORDINATION AGREEMENT**



**BRYAN BOYSAW AND ASSOCIATES aka  
LAW OFFICES OF BRYAN BOYSAW AND  
ASSOCIATES, P.A.**

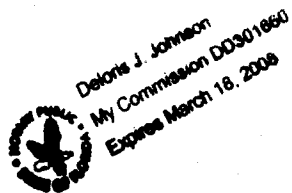
By: \_\_\_\_\_  
BRYAN K. BOYSAW, PRESIDENT

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of FEB., 2008, by Bryan Boysaw, as President of Bryan Boysaw and Associates aka Law Offices of Bryan Boysaw and Associates, P.A.. He is personally known to me or has produced a driver's license as identification.

  
\_\_\_\_\_  
Notary Public  
Print Name: Deloris J. Johnson  
State of Florida

My Commission Expires:

(Notary Seal)



**COUNTERPART SIGNATURE PAGE FOR SUBORDINATION AGREEMENT**

# Exhibit A

Lot 20, Block 17, of MAP OF W. S. CLOW'S ADDITION TO THE TOWN OF WEST PALM BEACH FLORIDA, according to the Plat thereof, as recorded in Plat Book 1, Page 60, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 74 43 43 21 06 017 0200



CFN 20070506740  
 OR BK 22232 PG 1967  
 RECORDED 11/05/2007 09:59:24  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1967 - 1969; (3pgs)

**EXHIBIT "F"**

Return to:

**Kevin Johns, Economic Development Director**  
**Economic Development Office**  
**301 North Olive Ave., 10<sup>th</sup> Floor**  
**West Palm Beach, Florida 33401**

**DECLARATION OF RESTRICTIONS**

The undersigned, **Bryan Boysaw & Associates**, a corporation duly authorized to do business in the State of Florida, having its principal office at **771 Village Blvd, Suite 202, West Palm Beach, Florida 33409**, hereinafter referred to as "Declarant", for the property described below, in consideration of funding in the amount **sixty thousand dollars (\$60,000)** received from the Palm Beach County Board of County Commissioners (the "County") does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as "the Property," and described as:

**501 Rosemary Avenue**  
**West Palm Beach, FL 33401**  
**PCN: 74-43-43-21-06-017-0200**

**Subdivision: CLOWS ADD TO WPB**

**Legal Description: Lot 20, Block 17, MAP OF W. S. CLOWS ADDITION TO THE TOWN OF WEST PALM BEACH, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, page 60; said lands situate, lying and being in Palm Beach County, Florida.**

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, its heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners in writing, and executed with the same formalities as this document.

2. In consideration of the County's grant in the amount of **sixty thousand dollars (\$60,000)** (*in CDBG dollars*) as provided through a grant Agreement with the County dated **April 2, 2007**, the Declarant hereby covenants and agrees for a period of 10 years commencing with the expiration date of said grant Agreement, April 1, 2016 (*as may be amended from time to time*) to use the Property as a law office (*the use or planned use*) as described in the Declarant's funding application to the County, and as described in said grant Agreement, and the Declarant further agrees to maintain insurance as required in the grant Agreement.

3. The Declarant agrees in regard to the use of the Property whose acquisition or improvements were funded through the grant Agreement that for a period not less than ten (10) years after the expiration date of said Agreement, April 1, 2016 (*as may be amended from time to time*):

(a) The Declarant shall not change the use or planned use, or discontinue use, of the Property (*including the beneficiaries of such use*) from that for which the acquisition or improvements were made, unless the Declarant provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

1. The new use of the Property, in the sole opinion of the County, qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or

2. The requirements of paragraph 3(b) of this section are met.

(b) If the Declarant determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under paragraph 3(a)(1) of this section or discontinue use of the Property, it may retain or dispose of the facility for such use if the County is first reimbursed in the amount of sixty thousand dollars (\$60,000) plus the highest legal rate of interest from the time of release of funds by the County to the Declarant for acquisition of, or improvements to the facility/Property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made solely by the County.

(c) Following the reimbursement of CDBG funds by the Declarant to the County pursuant to paragraph 3(b) above, the facility/Property will then no longer be subject to these restrictions, and the County shall then release these restrictions as described above.

The Declarant shall obtain approval of the County, through its Economic Development Office in the event of any proposed sale, conveyance or transfer of the subject Property. Any approved sale or conveyance of the subject Property by the Declarant shall be contingent upon the receipt of the payment by the Declarant to the County in accordance with the provisions of paragraph 3(b) above, or the receipt of a commitment, executed by a subsequent owner acceptable to the County, confirming its acceptance of the restrictions and conditions provided herein for the duration of this Declaration.

Notwithstanding the foregoing, the restrictions set forth herein shall run with the land whether or not such commitment is obtained from a subsequent owner.

4. The Declarant agrees to notify the County of any litigation, suits, liens, judgments or pending foreclosure on the subject Property within five (5) working days of the receipt of said notice by the Declarant.

5. The Declarant acknowledges and covenants that the provisions specified below constitute a default under this Declaration for which there may be a forfeiture of the Declarant's title to the Property:

(a) Failure of the Declarant to perform any covenant, agreement, term, or condition contained herein or in the grant Agreement referenced in Section 2 above.

Notwithstanding the foregoing, and in the sole discretion of the County, upon providing notice to the Declarant of its determination that the Declarant is in default of the terms of this Declaration, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County, in its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Declarant to the County in addition to the highest rate of interest permitted by law from the time of release of funds by the County to the Declarant and shall constitute a lien against the Property which may be foreclosed if not discharged and satisfied within three (3) months of expenditure of such funds by the County. The County shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

6. If the Declarant fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration, the County shall have the right to file in a court of competent jurisdiction in Palm Beach County an action for:

(a) Forfeiture of all the Declarant's rights, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration;

(b) Due and unpaid real estate taxes, assessments, charges and penalties for which the Declarant is obligated to pay.

In addition to any remedy set forth herein, the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The Declarant shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration shall not bar or breach any of the County's rights or remedies on any subsequent default. Before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give the Declarant written notice of the default complained of which such notice shall be given to the Declarant at its address shown above. The Declarant shall then have ten (10) working days from the date such notice is given to cure or correct any default.

7. Declarant shall submit to the County once each year a report detailing the Declarant's compliance with the terms of the grant Agreement and this Declaration of Restrictions.

8. Declarant relinquishes all rights to alter, amend, modify, or release these covenants prior to the completion of the ten year period described above unless the amendments are in writing and consented to by the County in writing.

9. In the event of any litigation to enforce the terms of the Declaration, the Declarant agrees to reimburse the County for all attorney's fees and costs associated with litigation.

Executed this 4<sup>th</sup> day of June, 2007

**Bryan Boysaw & Associates**  
a corporation duly organized and authorized to do business in the State of Florida

BY: \_\_\_\_\_  
Bryan Boysaw, President

ATTEST:

Tula Y. Vereen  
Witness Name

[Signature]  
Signature

Alden Marshall  
Witness Name

[Signature]  
Signature

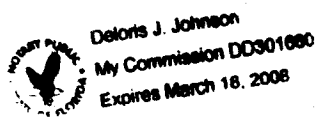
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2007, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Deloris Johnson  
(Print or type name) (Signature)

Notary Public State of Florida at Large

My Commission Expires:



PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

3A-5

AGENDA ITEM SUMMARY

Meeting Date: 6-19-07

Consent

Regular

Department: Administration

Workshop

Public Hearing

Submitted By: Administration

Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

**Motion and Title:** STAFF RECOMMENDS MOTION TO APPROVE: An Agreement with Bryan Boysaw & Associates under the Community Development Block Grant (CDBG) / Economic Development Set-Aside Program for \$60,000.

**Summary:** On December 5, 2006 the Board of County Commissioners (BCC) approved four (4) CDBG / Economic Set-Aside projects for fiscal year 2006/2007 funding (Item 5A-3). Through the funding granted, Bryan Boysaw & Associates will create four (4) full time equivalent positions. The Agreement with Bryan Boysaw & Associates is retroactive and ~~effective~~ on April 2, 2007. Countywide / District 7 (DW)

**Background and Policy Issues:** The Community Development Block Grant (CDBG) regulations at 24 CFR 570.203 list "special economic development" as an activity eligible for CDBG funding. At a budget workshop on Economic Development, held on July 7, 1997, Palm Beach County Department of Housing and Community Development (HCD) was requested by the Board of County Commissioners (BCC) to set-aside ten percent (10%) of its annual Community Development Block Grant (CDBG) entitlement to fund economic development activities. As a result, HCD implemented its Economic Development Set-Aside Program in Fiscal Year 1998-99 and has funded the program each year subsequently.

The CDBG Set-Aside Program focuses on addressing the needs of businesses/entrepreneurs that require assistance above the level that can be acquired through Palm Beach County's Development Regions Grant Program. The Set-Aside Program's primary goals are to: a) create/retain jobs; and b) promote economic development in depressed development regions.

During this Fiscal Year (2006 / 2007), Palm Beach County's Economic Development Office began administering the CDBG / Economic Development Set-aside Program. The amount available for distribution is \$710,025, which represents the 10% set-aside from this fiscal year.

I. APPLICANT PROFILE: Per the Economic Set Aside Application:

- a) Bryan Boysaw & Associates is a law firm that specializes in personal injury, wrongful death, eminent domain and civil rights litigation. Their project involves the purchase of the property located at 501 Rosemary Avenue in West Palm Beach.

**Attachments:**

1. Economic Set Aside Grant Agreement
2. Approval from the City of West Palm Beach Commission

Recommended By: \_\_\_\_\_

Economic Development Director

Date

Approved By: \_\_\_\_\_

Assistant County Administrator

Date

6-11-07

**I. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures/Construction	0	0	0	0	0
Operating Costs	\$60,000	0	0	0	0
External Revenues	(\$60,000)	0	0	0	0
Program Income (PBC)	0	0	0	0	0
In-Kind Match (PBC)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	0	0	0	0	0
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	0	0	0	0	0

Is Item Included In Current Budget? Yes  No


Budget Account No: Fund 1101 Department 143 Unit 1431 Object 8201


Program Code/Grant Year: BG70 / GY06

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

\*Source for \$60,000 is available funds in the Economic Set Aside Program Budget Account Line 1101-143-1431-8201. Funds from the Community Development Block Grant / Economic Set Aside Program fall under the Palm Beach County Housing and Community Development Department.

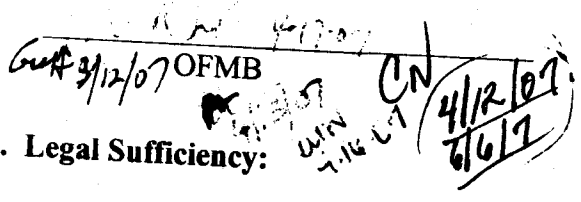
**C. Departmental Fiscal Review:**

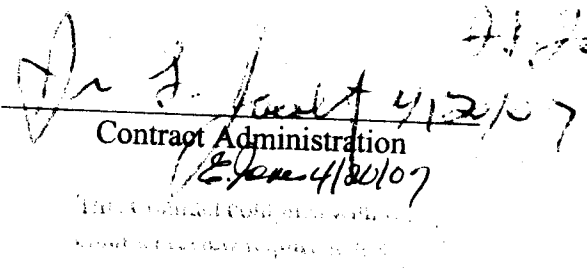
  
 \_\_\_\_\_  
 EDO Budget Analyst

  
 \_\_\_\_\_  
 HCD Budget Analyst

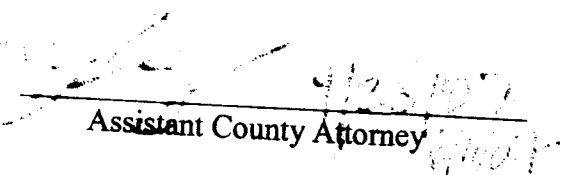
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

  
 3/12/07 OFMB  
 CN 4/12/07  
 6/6/07

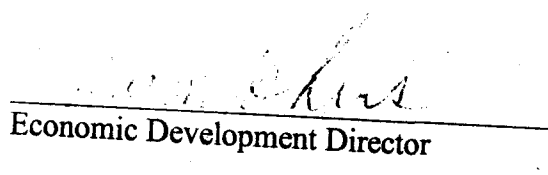
  
 Contract Administration  
 4/12/07  
 4/20/07

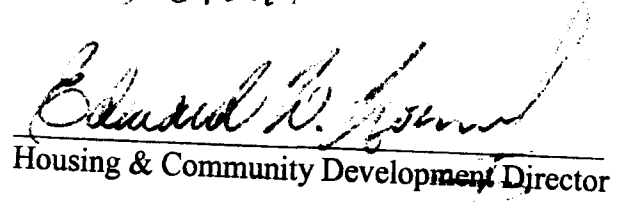
**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney

*Insurance will be obtained prior to possession of the property to be obtained through this grant.*

**C. Other Department Review:**

  
 \_\_\_\_\_  
 Economic Development Director

  
 \_\_\_\_\_  
 Housing & Community Development Director

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

R2007 0911

**AGREEMENT BETWEEN PALM BEACH COUNTY**  
**AND**  
**BRYAN BOYSAW & ASSOCIATES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of JUN 19 2007, 2007, by and between Palm Beach County (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and **Bryan Boysaw & Associates**, a corporation duly organized and authorized to do business in the State of Florida, having its principal office at **771 Village Blvd, Suite 202, West Palm Beach, Florida 33409** and its Federal Tax Identification Number as **65-0995371**, hereinafter referred to as the "COMPANY."

**WHEREAS**, Palm Beach County has entered into an Agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, in accordance with the Annual Action Plan, and **Bryan Boysaw & Associates** desire to provide the activities specified in Part II of this Agreement; and

**WHEREAS**, Palm Beach County desires to engage **Bryan Boysaw & Associates** to implement such undertakings of the Community Development Block Grant Program.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I  
**DEFINITION AND PURPOSE**

1. **DEFINITIONS**

- (1) "COUNTY" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program and / or Palm Beach County Economic Set Aside Program.
- (3) "EDO" means Palm Beach County Economic Development Office.
- (4) "HCD" means Palm Beach County Housing and Community Development.
- (5) "COMPANY" means **Bryan Boysaw & Associates**
- (6) "EDO Approval" means the written approval of the EDO Director or his designee.
- (7) "U.S. HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (8) "Low and moderate income persons" means the definition set by U.S. HUD.
- (9) "Held by or made available to" means the definition set by U.S. HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Company will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the jobs created through this Agreement must be held by, or made available to, low- and moderate-income persons.

PART II  
**SCOPE OF SERVICES**

The Company shall, in a satisfactory and proper manner as determined by EDO, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III  
**COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT**



1. MAXIMUM COMPENSATION

The Company agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and EDO Director or designee-approved expenditures and encumbrances made by the Company under this Agreement. Said services shall be performed in a manner satisfactory to EDO. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total **authorized sum of sixty thousand dollars (\$60,000)**. This Agreement shall be retroactive and commence on the 2nd day of April 2007 and end on the 1st day of April 2008. During this timeframe, the Company must use the CDBG funding awarded, in accordance with Exhibit "A." In addition, the grant award shall be payable in accordance with the terms of this Agreement and the eligible expenses outlined in Exhibit "A." Any funds not obligated by the expiration date of this Agreement automatically revert to the County.

Further budget changes within the designated Agreement amount can be approved in writing by the **EDO Director at his discretion up to ten percent (10%)** on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Company to the EDO Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under HUD grant number B-06-UC-12-0004. The effective date shall be the April 2, 2007, and the services of the Company shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be **completed by the Company by April 1, 2008**.

3. METHOD OF PAYMENT

The County agrees to reimburse the Company for all budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Company or any subcontractor hereunder.

Requests by the Company for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to EDO for approval no later than thirty (30) days after the date of payment by the Company. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Company and EDO. Proof of payment and originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Company must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by the Palm Beach County Economic Development Office later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement. Each invoice submitted to EDO for reimbursement must be submitted using the Letterhead Stationary format as identified in Exhibit B.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Company shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by EDO. No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with EDO. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the EDO Director or designee.

Should a project receive additional funding after the commencement of this Agreement, **the Company shall notify EDO in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the EDO Director or designee within forty-five (45) days of said notification.**

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Company or any of its subcontractors performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with County, State, and Federal guidelines and regulations must be submitted by the Company to EDO and approved by EDO prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State, and County laws and regulations. This includes ensuring that all consultant Agreements and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Agreements for architecture, engineering, survey, and planning shall be negotiated fixed fee Agreements. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Agreement." Reimbursables will be at cost.

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without prior written approval of the EDO Director or his designee.

(4) PURCHASING

All purchases of goods and services, including capital equipment, shall be made by purchase order or by a written Agreement. Each business will be required to secure up to three (3) qualified quotes for goods and services (*if goods and services include equipment, each piece of equipment will require 3 separate quotes*). The business must inform EDO in writing (*and include the purchase order or written agreement*) for the vendor selected. The purchase order or written agreement must include the name / type of goods or services purchased and all costs associated with the purchase.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent upon receipt of complete and accurate reports required by this Agreement, including the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL COUNTY AND U.S. HUD REQUIREMENTS

The State or Federal funds being provided hereunder cannot be used as a match for other State or Federal grants to the Company and the Company cannot submit requests for the same expenses to more than one funding source or under more than one program.

EDO shall have the right under this Agreement to suspend or terminate payments until the Company complies with any additional conditions that may be imposed by the County or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS-SUMMARY

The following includes but is not limited to activities that require the prior written approval of the EDO Director or his designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-town travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) Requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

PART IV  
GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Company agrees that no person shall on the ground of race, color, national origin, religion, disability, age, familial status, sex or sexual orientation be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement. To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest extent feasible eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded Agreements in connection with the project. At a minimum, the Company shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968, as amended.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES  
In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Company shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for Agreements to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.
3. PROGRAM BENEFICIARIES  
**At least fifty-one percent (51%) of the jobs created through this project must be held by, or made available to, low- and moderate-income persons.** If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 50 percent (50%) of the beneficiaries assisted directly through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. **The Company shall provide written verification of compliance as described in Exhibit A of this Agreement to EDO upon EDO's request.**
4. EVALUATION AND MONITORING  
The Company agrees that EDO will carry out periodic monitoring and evaluation activities, as determined necessary by EDO or the County, during the term of this Agreement and during the periods of time described in Exhibit A of this Agreement. The Company agrees to furnish upon request to EDO, the County or the County's designees and make copies or transcriptions of such records and information as is determined necessary by EDO or the County. The Company shall submit information and status reports required by EDO, the County or U.S. HUD, at EDO's request, to enable EDO to evaluate said progress and to enable EDO to complete reports required of EDO by U.S. HUD. The Company shall allow EDO or U.S. HUD to monitor the Company on site. Such site visits may be scheduled or unscheduled as determined by EDO or U.S. HUD.
5. AUDITS AND INSPECTIONS  
At any time during normal business hours and as often as EDO, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, the Company shall make available all its records with respect to all matters covered by this Agreement.
6. DATA BECOMES COUNTY PROPERTY  
All reports, plans, surveys, information, documents, maps, and other data procedures purchased, developed, prepared, assembled, or completed by the Company for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Company at any time upon request by the County or EDO. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to EDO if requested. In any event, **the Company shall keep all documents and records for three (3) years after expiration of this Agreement.**
7. INDEMNIFICATION  
The Company shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Company. The Company's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Company further agrees to hold the County harmless and will indemnify the County for any funds which the County is obligated to refund the Federal Government arising out of the conduct, any activities and administration of the Company.
8. INSURANCE REQUIREMENT  
Unless otherwise specified in this Agreement, the Company shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as County's review or acceptance of insurance maintained by the Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Company under the Agreement.
  - (1) COMMERCIAL GENERAL LIABILITY  
The Company shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by County's Risk Management Department. The Company agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The Company shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Company does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Company 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. Company agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The Company shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The Company agrees this coverage shall be provided on a primary basis.

(4) INSURANCE COVERING EQUIPMENT

The Company shall agree to maintain insurance coverages against theft, loss, damage, and loss to persons or property in an amount not less than one hundred percent (100%) of the replacement cost of the equipment purchased with funds under this Agreement for a period of ten (10) years. The Company shall agree to be fully responsible for any deductible or self-insured retention and agrees to name the County as a Loss Payee on each policy as its interest may appear in equipment purchased with funds under this Agreement.

(5) ADDITIONAL INSURED

The Company shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Economic Development Office". The Company shall agree that the Additional Insured endorsements provide coverage on a primary basis.

(6) CERTIFICATE OF INSURANCE

The Company shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(7) RIGHT TO REVIEW & ADJUST

The Company shall agree that the County, by and through its Risk Management Department, in cooperation with EDO, reserves the right to periodically 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. The 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 operate legally.

9. CONFLICT OF INTEREST

The Company covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Company. Any possible conflict of interest on the part of the Company or its employees shall be disclosed in writing to EDO provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project target area.

10. CITIZEN PARTICIPATION

The Company will cooperate with EDO in the implementation of the Citizen Participation Plan by informing project beneficiaries and the community of the activities the Company is undertaking in carrying out the provisions of this Agreement.

11. RECOGNITION

**All property purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source.** The Company will include a reference to the financial support herein provided by County's EDO in all publicity. In addition, the Company will make a good faith effort to recognize County's EDO support for all activities made possible with funds made available under this Agreement.

12. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole

constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits
- (2) 48 CFR Part 31
- (3) Palm Beach County Purchasing Ordinance
- (4) Palm Beach County's Tangible Property Disposal Ordinance
- (5) Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (6) The Company's Incorporation Certificate
- (7) The Company's Certificates of Insurance and Bonding

The Company shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

13. TERMINATION

In the event of termination, the Company shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Company, and the County may withhold any payment to the Company for set-off purposes until such time as the exact amount of damages due to the County from the Company is determined.

A. Termination for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice of such termination or suspension of payments and specifying the effective date of termination or suspension. The Company shall repay the full value of this grant, unless otherwise specified by EDO, within thirty (30) days of receiving the termination notice from the County.

B. Termination Due To Cessation: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Company ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Company has ceased or suspended its operation shall be made solely by the County, and the Company, its successors or assigns in interest agrees to be bound by the County's determination. At the County's sole discretion, pursuant to this Section 13, the Company shall return all funds received through this Agreement to the County within sixty (60) days of receiving the termination notice from the County.

C. Termination for Convenience of County: The County may terminate this Agreement at any time by giving at least ten (10) working days notice in writing from the County to the Company. If this Agreement is terminated by the County as provided herein, the Company will be paid for allowable services and allowable expenses under Part II of this Agreement until the effective date of termination.

D. Termination for Convenience of the Company: The Company may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to EDO. If the Company has received funds through this Agreement, the Company shall return all funds to the County prior to the termination of this Agreement.

14. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes in Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

16. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to EDO at its office at 301 N. Olive Avenue, 10<sup>th</sup> Floor, West Palm Beach, Florida 33401, and to the Company when delivered to its office at the address listed on Page Eight (8) of this Agreement.

17. INDEPENDENT AGENT AND EMPLOYEES

The Company agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

18. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

19. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Company certifies that it, its 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 the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Florida Department of Management Services, Division of Purchasing  
4050 Esplanade Way, Tallahassee, FL 32399-0950  
(850) 488-8440

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information)

20. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of seventeen (17) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

21. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

22. AVAILABILITY OF FUNDS

The COUNTY's obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners.

23. COUNTY FUNDED PROGRAMS

COUNTY funding can be used to match grants from other non-COUNTY sources; however, the COMPANY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

24. JOB CREATION AND JOB MAINTENANCE

In accordance with the Company's use of CDBG funds, all jobs must be created within twelve (12) months based on the following (see *Exhibit "A" for the agreed upon use of funds*):

- a- The date of completion of the facility,
- b- Improvements to a facility, or
- c- Purchase of equipment.

All full time equivalent (FTE) jobs created must be maintained for a period of at least three (3) years. The Economic Development Office will monitor the creation and maintenance of all jobs. When funding infrastructure, land acquisition or physical plant construction with CDBG funds, these activities must begin within twelve (12) months from the effective date of the Agreement. In addition, if CDBG funds are used for infrastructure, land acquisition or physical plant construction, the activity must be completed within twenty-four (24) months from the commencement of the Agreement.

Acquisition, construction and rehabilitation activities which utilize CDBG funds are subject to monitoring for ten (10) years under County policy and will be subject to a "Declaration of Restriction on Use" for the entire monitoring period.

25. USE OF THE PROJECT FACILITY

The Company agrees in regard to the use of the facility whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that it will comply with the provision of Exhibit F. Upon execution of this Agreement the Company shall execute and deliver to the County Exhibit F, which the County shall record in the public records. Recording fees associated with this Exhibit F shall be charged to the project budget identified in this Agreement.

**Notice**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

**Kevin Johns, Economic Development Director  
Economic Development Office  
301 North Olive Ave., 10<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
Phone (561) 355-3624  
Fax (561) 355-6017**

With a copy to:

**Dawn Wynn, Assistant County Attorney  
County Attorney's Office  
301 N. Olive Ave (6<sup>th</sup> floor)  
West Palm Beach, FL 33401**

If sent to the COMPANY, notices shall be addressed to:

**Bryan Boysaw, President and Practicing Attorney  
Bryan Boysaw & Associates  
771 Village Blvd., Ste. 202  
West Palm Beach, FL 33409  
Phone (561) 242-5223  
Fax (561) 242-5276**

**Entirety of Contractual Agreement**

The County and the Company agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**Criminal History Records Check**

The Company shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Company's employees or subcontractors are required under this contract to enter a "critical facility" (if applicable) as identified in Resolution R-2003-1274. The Company acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Company shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**Regulations; Licensing Requirements**

Company and its subcontractors shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Company is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 the COMPANY has hereunto set its hand and seal the day and year above written.

R2007 0911

JUN 19 2007

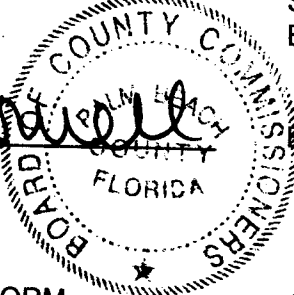
ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS

By: *Nancy Powell*  
Deputy Clerk

By: *Addie L. Greene*  
Addie L. Greene, Chairperson



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: *[Signature]*  
Assistant County Attorney

By: *[Signature]*  
Economic Development Director

COMPANY: **Bryan Boysaw & Associates**

By: *Bryan Boysaw, Pres.*  
COMPANY Representative  
Print Name & Title

*[Signature]*  
Signature

*Gloria Cartwright*  
Witness Name

*Gloria Cartwright*  
Signature

(CORPORATE SEAL)



## EXHIBIT "A"

### WORK PROGRAM NARRATIVE

#### I. The COMPANY agrees to:

A. PURCHASE OF EQUIPMENT AND / OR OTHER APPROVED ITEMS: The terms of the approval will **allow the business to be reimbursed for the following**: Acquisition of real property for use in the COMPANY's growth and expansion located at 501 Rosemary Avenue, West Palm Beach, Florida 33401. The COUNTY shall file a lien on the real property purchased, in whole or in part, with COUNTY funds. Such liens will be filed within one week of the COMPANY being reimbursed by the COUNTY for the purchase.

The COMPANY further agrees that EDO shall be the final arbiter on the COMPANY's compliance with the above.

B. JOB CREATION: Subsequent to the effective date of this Agreement and within one (1) year of the completion of the activity, **the COMPANY shall create four (4) full-time equivalent jobs, where at least 51% of the jobs will be held by low- and moderate-income persons. (Exhibit C)** A full-time job shall mean employment for a minimum of 2,080 hours per year and for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. Low- and moderate-income status is based on the person's income at the time of hire and is not affected by subsequent raises or promotions. Said jobs will include, but may not be limited to, the jobs listed in **Exhibit D**. The COMPANY will register said jobs with and consider applicants referred by Palm Beach County Workforce Alliance.

**NOTE 1:** In accordance with this grant Agreement, the jobs committed for creation and/or retention cannot be counted or used toward receiving any additional Palm Beach County grants.

C. SECURITY AGREEMENT: To secure the grant amount, the COMPANY hereby covenants and agrees for a period of **three (3) years** commencing with the completion of the activity to comply with the Job Creation requirements; **and for a period of ten (10) years to comply** with the equipment use/disposition requirements. If for any reason the COMPANY fails to comply with the Job Creation or the equipment use/disposition requirements, the COMPANY shall repay the full value of this grant, unless otherwise specified by EDO. **The provisions of this clause shall survive the expiration of this Agreement.**

D. REPORTS: The COMPANY shall submit the reports listed below to EDO:

- 1) Semi-Annual reports during the term of this Agreement that describe the status of the activity funded under this Agreement. For the first year, semi-annual reports are due no later than 30 days following the sixth and twelfth month of this Agreement (*by October 31, 2007 and May 1, 2008*). For year two (2) and year three (3), the COMPANY will only submit annual reports (*due by May 1, 2009 and May 1, 2010, respectively*). The COMPANY and County agree that the frequency, type and due dates of all reports are at the sole discretion of the County and can be changed and altered as necessary by County without written amendment to this Agreement.
- 2) Written verification of job creation, satisfactory to EDO at EDO's sole discretion. Verification shall include job title, salary, fringe benefits, full-time equivalency status, name and address of person hired, proof that said person is of low- and moderate-income, and dates of employment. Said written verification shall be provided to EDO at the completion of the activity funded under this Agreement and annually thereafter for a period of **three (3) years** commencing with the completion of the activity. The Record of Hiring Form (**Exhibit E**) must be completed for each employee hired under this Agreement.
- 3) The list of equipment as described in this Agreement and the working condition of each piece of equipment (*if applicable*).

#### II. The COUNTY agrees to:

A. **Provide up to sixty thousand dollars (\$60,000)** in funding for the acquisition of real property located at 501 Rosemary Avenue, West Palm Beach, Florida 33401.

- B. Provide project administration and inspection to the COMPANY to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the COMPANY at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by EDO, be conducted by EDO staff or its subcontractors, and will serve to ensure that planned activities are conducted in a timely manner, to verify the accuracy of reporting to EDO on program activities and compliance with U.S. HUD regulations.

**EXHIBIT "B"**

**LETTERHEAD STATIONERY**

DATE:

TO: Kevin Johns, Economic Development Director  
Economic Development Office  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, Florida 33401

FROM: Bryan Boysaw & Associates  
771 Village Blvd., Ste. 202  
West Palm Beach, FL 33409  
Phone (561) 242-5223

SUBJECT: Reimbursement Request No.-  
Contract No.-

---

Attached, you will find Invoice #\_\_\_\_, requesting reimbursement for \$\_\_\_\_.\_\_\_\_\_. The expenditures for this invoice covers the period of \_\_\_\_\_ through \_\_\_\_\_. You will also find attached, back-up original documentation relating to the expenditures being involved.

Approved for Submission: \_\_\_\_\_

**EXHIBIT "C"**

**ANNUAL INCOME LIMITS  
FOR  
WEST PALM BEACH - BOCA RATON**

**Title:** HUD Income Limits 2006  
**Author:** U.S. Department of Housing and Urban Development  
**Date Published:** 2006

<b>ANNUAL INCOME LIMITS</b>			
<b>Number of Persons In Household</b>	<b>Very Low Income - 50%</b>	<b>Low Income - 80%</b>	<b>Moderate Income - 120%</b>
1	\$22,550	\$36,050	\$54,100
2	\$25,770	\$41,200	\$61,820
3	\$29,000	\$46,350	\$69,550
4	\$32,200	\$51,500	\$77,280
5	\$34,370	\$55,620	\$83,460
6	\$37,370	\$59,740	\$89,650
7	\$39,950	\$63,860	\$95,830
8	\$42,520	\$68,000	\$102,010
9	\$45,100	\$72,100	\$108,200
10	\$47,700	\$76,220	\$114,370

**EXHIBIT "D"**

**JOB LIST FOR POSITIONS TO BE CREATED**

	<u>Job Title</u>	<u># of Employees (to be hired)</u>	<u>Full-Time Equivalency (select one)</u>
1			Full Time or Part Time
2			Full Time or Part Time
3			Full Time or Part Time
4			Full Time or Part Time
5			Full Time or Part Time
6			Full Time or Part Time
7			Full Time or Part Time
8			Full Time or Part Time
9			Full Time or Part Time
10			Full Time or Part Time
11			Full Time or Part Time
12			Full Time or Part Time
13			Full Time or Part Time
14			Full Time or Part Time
15			Full Time or Part Time
16			Full Time or Part Time
17			Full Time or Part Time
18			Full Time or Part Time
19			Full Time or Part Time
20			Full Time or Part Time
21			Full Time or Part Time
22			Full Time or Part Time
23			Full Time or Part Time
24			Full Time or Part Time
25			Full Time or Part Time
26			Full Time or Part Time
27			Full Time or Part Time
28			Full Time or Part Time
29			Full Time or Part Time
30			Full Time or Part Time
31			Full Time or Part Time
32			Full Time or Part Time
33			Full Time or Part Time
34			Full Time or Part Time
35			Full Time or Part Time
36			Full Time or Part Time
37			Full Time or Part Time
38			Full Time or Part Time
39			Full Time or Part Time
40			Full Time or Part Time
41			Full Time or Part Time
42			Full Time or Part Time
43			Full Time or Part Time
44			Full Time or Part Time
45			Full Time or Part Time
46			Full Time or Part Time
47			Full Time or Part Time
48			Full Time or Part Time
49			Full Time or Part Time
50			Full Time or Part Time

**EXHIBIT "E"**

**Record of Employee Hiring for  
Economic Development Compliance**

\_\_\_\_\_  
(Business Name)

Employee Name: \_\_\_\_\_

Employee Address: \_\_\_\_\_  
\_\_\_\_\_

Job Title: \_\_\_\_\_

Salary: \_\_\_\_\_

Fringe Benefits: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Date of Termination: \_\_\_\_\_ Still Employed: YES or NO

Income Status at time of Hire: \_\_\_\_\_

Number of Persons in Household: \_\_\_\_\_ Family/Household Income: \$ \_\_\_\_\_

Identify documentation used to establish very-low, low and moderate income status at time of hire. Retain copies of that documentation in company files for **three years** for future County or Federal Audits.

Specify documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. 89-07**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, APPROVING THE ALLOCATION OF \$160,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME FROM FISCAL YEARS 2005 THROUGH 2007 AS A MATCH FOR A GRANT TO HARTMAN WINDOWS AND DOORS, LLC FOR \$100,000 AND BRYAN BOYSAW AND ASSOCIATES, LLC FOR \$60,000 AS A PART OF PALM BEACH COUNTY'S ECONOMIC DEVELOPMENT SET-ASIDE PROGRAM FOR FISCAL YEARS 2006 - 2007; AUTHORIZING THE MAYOR TO EXECUTE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENTS FOR BOTH PARTIES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS,** Palm Beach County ("County") has instituted the Community Development Block Grant ("CDBG") Economic Set-Aside Program ("Program") to stimulate and encourage economic growth in or adjacent to identified Development Regions throughout the County; and

**WHEREAS,** Hartman Windows and Doors, LLC ("Hartman") applied for and was awarded a Program Grant in the amount of \$100,000 in accordance with the County's Program for Fiscal Year 2006 - 2007 activities. The application is attached to the Community Development Block Agreement between Hartman and the City of West Palm Beach ("City") as Exhibit "A." The Agreement is attached hereto as Attachment "I"; and

**WHEREAS,** Bryan Boysaw and Associates, P.A. ("Boysaw") applied for and was awarded a Program Grant in the amount of \$60,000 in accordance with the County's Program for Fiscal Year 2006 - 2007 activities. The application (Exhibit 1) is attached to the Community Development Block Agreement between Boysaw and the City as Exhibit "A". The Agreement is attached hereto as Attachment "II"; and

**WHEREAS,** the City desires to approve a financial match in the amount of \$100,000 to Hartman Windows and Doors, LLC and \$60,000 to Bryan Boysaw and Associates, P.A. and to approve and authorize the Mayor to execute Agreements between the City and the respective parties.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, that:**

**SECTION 1:** The City Commission of the City of West Palm Beach, Florida, approves a loan to Hartman Windows and Doors, LLC in the amount of \$100,000 and a loan to Bryan Boysaw and Associates, P.A. in the amount of \$60,000 as a match for grants from the County in the same amounts.

**SECTION 2:** The City Commission hereby approves and authorizes the Mayor to execute a Community Development Block Grant Agreement between the City and Hartman Windows and Doors, LLC, providing a \$100,000 loan from the City as a match for a \$100,000 grant from the County for the purchase of equipment for a business located at 531 Southern Boulevard. The City's loan is expressly subject to the County's award of said \$100,000 grant. A copy of the Agreement is attached and incorporated herein as Attachment "I".

**SECTION 3:** As security for the award of funds provided in Section 1 above, Hartman Windows and Doors, LLC shall provide the City with a Uniform Commercial Code Financing Statement, a Promissory Note, and a Guaranty in the amount of the City's loan, copies of which are attached to Agreement as Composite Exhibit "B".

**SECTION 4:** The City Commission of the City of West Palm Beach, Florida, hereby approves and authorizes the Mayor to execute a Community Development Block Grant Agreement between the City and Bryan Boysaw and Associates, P.A., providing a \$60,000 loan from the City as a match for a \$60,000 grant from the County for the acquisition of commercial property located at 401 Rosemary Avenue. The City's loan is expressly subject to the County's award of said \$60,000 grant. A copy of the Agreement is attached and incorporated hereto as Attachment "II".

**SECTION 5:** As security for the award of funds provided in Section 1 above, Bryan Boysaw and Associates, P.A. shall provide the City with a Mortgage Security Agreement, a Promissory Note, and a Guaranty in the amount of the City's loan, copies of which are attached to Agreement as Composite Exhibit "2".

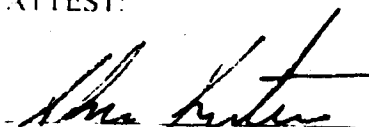
**SECTION 6:** Upon execution of two (2) originals of each Agreement by the Mayor, the originals will be forwarded to the Director of the Department of Economic and Community Development for further handling. One fully executed original of each Agreement shall be returned to the City Clerk's office to be maintained as a public record.

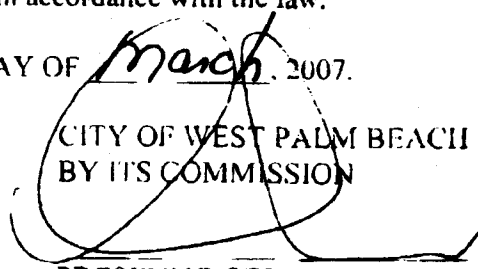
**SECTION 7:** This resolution shall take effect in accordance with the law.

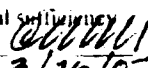
PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF March, 2007.

(CORPORATE SEAL)

ATTEST:

  
CITY CLERK

  
CITY OF WEST PALM BEACH  
BY ITS COMMISSION  
PRESIDING OFFICER

CITY ATTORNEY'S OFFICE  
Approved as to form  
and legal sufficiency  
By   
Date 3/26/07





**CERTIFICATE OF INSURANCE**

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Aurora Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: LAW OFFICES OF BRYAN BOYSAW AND ASSOCIATES PA  
 Address of policyholder: 771 VILLAGE BLVD STE 202, WEST PALM BEACH, FL 33409  
 Location of operations: SAME  
 Description of operations: BUSINESS-OFFICE

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
98-96-5022-6 B	Comprehensive Business Liability	05/16/07	05/19/08	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	<input checked="" type="checkbox"/> Products - Completed Operations			Each Occurrence \$ 1,000,000
	<input type="checkbox"/> Contractual Liability			General Aggregate \$ 2,000,000
	<input type="checkbox"/> Personal Injury			Products - Completed Operations Aggregate \$ 2,000,000
	<input type="checkbox"/> Advertising Injury			
	<input type="checkbox"/>			
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella	Effective Date	Expiration Date	(Combined Single Limit)
	<input type="checkbox"/> Other			Each Occurrence \$
				Aggregate \$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
				Each Accident \$
				Disease - Each Employee \$
				Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
		Effective Date	Expiration Date	(at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative: *[Signature]*  
 AGENT: \_\_\_\_\_ Date: 06/14/07  
 Title: \_\_\_\_\_  
 DUAN J. WILLIAMS  
 Agent Name  
 Telephone Number 561-981-7211  
 Agent's Code Stamp  
 Agent Code 435  
 AFO Code 95