

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/9/08 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 R2007-0447 with the Lake Okeechobee Regional Economic (LORE) Alliance, Inc. to revise Exhibit A to the Agreement.

Summary: This Amendment will allow for small business/property owners to access funds less than \$5,000 in the Façade/Exterior Grant Program administered by LORE. Funds for improvements will be 100% matched or better by the business/property owners. Countywide(DW)

Background and Policy Issues: On April 4, 2007, Palm Beach County contracted with LORE in the amount of \$200,000 to administer a conceptual design and façade/exterior improvement program for participating business/property owners in the Glades. These funds covered \$60,000 for architectural services, \$120,000 for façade/exterior improvements and \$20,000 for administration. LORE's mission is to promote high quality economic development in the Lake Okeechobee region of Palm Beach County by building community consensus on regional projects, ensuring quality project design that creates a more attractive community and providing early stage conceptual project planning that result in greater economic opportunity for residents, current and potential businesses. LORE is comprised of local citizenry, local governments, non-profits and representatives from professional associations for architecture, landscape architecture, engineering, construction, finance and legal. During the contract period, LORE completed architectural design guidelines for the Glades communities through REG Architects, Inc. and identified an estimated 30 business/property owners in strategic areas for improvements.

Attachments:

1. Amendment No. 1
2. Contract R2007-0447

Recommended by: *[Signature]* 8/4/08
 Economic Development Director Date

Approved by: *[Signature]* 8/10/08
 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	==	==	==	==	==
# ADDITIONAL FTE POSITIONS (Cumulative)	---	---	---	---	---

Is Item Included In Current Budget? Yes ___ No ___

Budget Account No: Fund ___ Agency ___ Org. ___ 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 Administration Comments:

No additional fiscal impact.

Adwillwhite 8.12.08
 OFMB
WJ 8/13/08

Dr. J. Jacob
 Contract Development and Control
8/12/08

B. Legal Sufficiency:

[Signature]
 8/13/08
 Sr. Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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

Dummy

**AMENDMENT No. 1
TO GRANT AGREEMENT R2007-0447
LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE
OF PALM BEACH COUNTY, INC.**

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

WITNESSETH:

WHEREAS, on April 10, 2007, the COUNTY and the GRANTEE entered into a Grant Agreement (Defined as "Agreement") Document #R2007-0447 in the amount of \$200,000 to administer a conceptual design and façade/exterior improvement program for projects that will increase the economic vitality in the County's Lake Okeechobee region; and

WHEREAS, the GRANTEE has completed architectural design guidelines through REG Architects, Inc. for the Glades communities, identified an estimated 30 business/property owners in strategic areas for improvements and distributed applications for the Façade/Exterior Improvement Program; and

WHEREAS, the GRANTEE received applications from business/property owners who could not participate with requests less than the minimum contracted amount of \$5,000 in County funds; and

WHEREAS, the GRANTEE requests a revision in Exhibit "A", Scope of Services, to eliminate the minimum request of \$5,000 in County funds for small projects under the Eligible Expenses for the Façade/Exterior Grant Program to allow for participation of several business/property owners; and

WHEREAS, the COUNTY is aware of the need to increase economic opportunities for residents, current and potential businesses for a stronger, more balanced, and stable economy in Palm Beach County; 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 hereinafter contained, the parties hereby amend the Agreement as follows:

1. **Exhibit "A" entitled Scope of Services**

The second bullet is hereby deleted under the **Eligible Expenses** for the **Façade/Exterior Grant Program** and replaced with the following:

- A maximum of \$20,000 County funds is available for business/property owner projects.

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.

ATTEST:

**PALM BEACH COUNTY, FLORIDA, BY its
BOARD OF COUNTY COMMISSIONERS**

**SHARON R. BOCK,
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**Approved as to Form and
Conditions:
Legal Sufficiency:**

Approved as to Terms and

By: _____
Assistant County Attorney

By: _____
Kevin Johns, Director
Economic Development Office

**ATTEST: LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF
PALM BEACH COUNTY, INC., BY ITS BOARD**

By: _____
Witness

By: _____
Title: President

Typed Name

(Corporate Seal)

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

THIS AGREEMENT is made as of APR 10 2007, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and the LAKE OKEECHOBEE REGIONAL ECONOMIC (LORE) ALLIANCE OF PALM BEACH COUNTY, INC., a corporation duly organized and authorized to do business in the State of Florida, having its principal address at c/o Belle Glade Chamber of Commerce, 540 South Main Street, Belle Glade, Florida 33430, hereinafter referred to as LORE, whose Federal I.D. number is 20-5895168.

WITNESSETH:

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

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

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

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Term.

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

Section 3. Project to be Completed by LORE:

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

Section 4. Responsibilities and Duties:

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

Section 5. Budget Changes

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

Section 6. Payments/Invoicing and Reimbursement

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

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

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

Section 7. Excusable Delays

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

Section 8. Access and Audits:

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

Section 9. Independent Contractor:

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

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

Section 10. Personnel:

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

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

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

Section 11. Indemnification:

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

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

Section 12. Annual Appropriation:

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

Section 13. Insurance:

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

A. Commercial General Liability LORE shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 per occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by County's Risk Management Department.

B. Worker's Compensation Insurance & Employers Liability LORE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

C. Additional Insured LORE shall agree to endorse the COUNTY as Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured shall read Palm Beach County Board of County Commissioners.

D. Certificate(s) of Insurance Immediately following notification of the award of this Agreement, LORE shall agree to deliver COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. The certificate(s) of insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate Holder shall be Palm Beach County, Office of Economic Development, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL 33402-1989.

E. Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the Office of Economic Development, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operating legally.

Section 14. Breach and Opportunity to Cure:

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

Section 15. Enforcement Costs:

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

Section 16. Notice:

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

As to the "COUNTY":

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

with a copy to:

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

As to "LORE":

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

Section 17. Modification and Amendment:

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

Section 18. Remedies:

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

Section 19. Joint Preparation:

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

Section 20. Equal Opportunity:

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

Section 21. Arrears:

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

Section 22. Execution:

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

Section 23. Filing:

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

Section 24. Termination:

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

Section 25. Compliance with Codes and Laws:

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

Section 26. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, LORE shall have its contractors certify that their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

Section 27. Severability:

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

Section 28. Entirety of Agreement:

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

(Remainder of page left blank intentionally.)

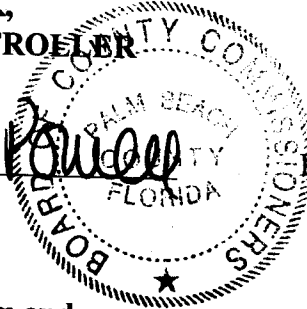
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and LORE has hereunto set its hand and seal the day and year above written.

R2007 0447 APR 10 2007
PALM BEACH COUNTY, FLORIDA, BY its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: Jacey Powell
Deputy Clerk



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

Approved as to Form and
Legal Sufficiency:

By: [Signature]
Assistant County Attorney

Approved as to Terms and Conditions:

By: [Signature]
Kevin Johns, Director
Economic Development Office

ATTEST: LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF
PALM BEACH COUNTY, INC., BY ITS BOARD

By: Donald Roberts
Witness
DONIA A. ROBERTS

By: [Signature]
Title: President

KENNETH E LUTZ
301 N. W. AVE. C
BELLE GLADE FL

(Corporate Seal)

Exhibit "A"

Scope of Services

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

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

Eligible Expenses

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

Architecture

Total Funds Available \$60,000

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

Facade/Exterior Grant Program

Total Funds Available \$120,000

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

Administration

Total Funds Available \$20,000

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

Exhibit "B.1"
PALM BEACH COUNTY
ECONOMIC DEVELOPMENT OFFICE
CONTRACT PAYMENT REQUEST

Project: _____ Date: _____
 Grantee: LORE ALLIANCE Amount Requested: _____
 Invoice #: _____

PROJECT PAYMENT SUMMARY

Service Category	Payment Request This Invoice	Total from Previous Requests	Total Requested (Cumulative)	Total Budgeted
Architectural Services				60,000
Façade/Exterior Grant Program				120,000
Program Administration				20,000
TOTAL				200,000

WORKSHEET FOR ARCHITECTURAL SERVICES

Service Date	Business/Property Owner	Design Services Rendered	Architect Name/Firm	Cost
TOTAL				

WORKSHEET FOR FAÇADE PROGRAM

Date	Business/Property Owner	County Match	Private Match	Total Project Cost	Amount Requested
TOTAL					

WORKSHEET FOR PROGRAM ADMINISTRATION

Time Sheet for: _____ Position: _____
 Date Period: _____ through _____ Hourly Rate: _____

Date	# Hours worked	Amount
Total	hrs	\$

Certification: I hereby certify that the above were incurred for the work identified as being accomplished.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

President/Date _____

Financial Officer/Date _____

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

Project _____

Grantee LORE ALLIANCE Billing Date _____

Billing # _____ Billing Period _____

Contractor Name/Payee Name (Architect, Business/Property Owner, LORE Hours)	Contractor/Payee Invoice Number and/or Date	Check Number and Date	Amount Paid This Period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL			_____	_____

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

President/Date

Financial Officer/Date

**Exhibit "C"
Quarterly Report**

Grantee: **LORE Alliance**

Quarter (circle): 1 2 3 4
Year (circle): 2007 2008 2009

Date Submitted: _____

Project Accomplishments For Quarter

I. Architectural Services

Total number of applications received for design assistance. _____

Total number of applications approved for design assistance. _____

#	Business/Property Owner & Address	Design Services Rendered	Architect	% Complete	Cost
1					
2					
3					
4					
5					
				Total	

II. Facade/Exterior Improvements

Total number of business/property owner applications received for improvements. _____

Total number of business/property owner applications approved for improvements. _____

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

III. Administration Number of hours of worked _____.

IV. Please provide the following information.

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY
3/29/2007

PRODUCER

MILTON CARPENTER INSURANCE INC
POB 1270
Belle Glade, FL 33430-1270
(561) 996-7211

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PBC, INC.
540 S MAIN STREET
BELLE GLADE, FL 33430

INSURERS AFFORDING COVERAGE

INSURER A. NAUTILUS INSURANCE COMPANY

INSURER B. UNITED STATES LIABILITY

INSURER C.

INSURER D.

INSURER E.

NAIC#

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMSMADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	TBA /03-2007	03/29/07	03/29/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXC GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ EXC
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER PUBLIC OFFICIALS LIABILITY	TBA	03/29/07	03/29/08	1,000,000 (D&O) 1,000,000 (EPL)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER/ADDITIONAL INSURED

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1989
WEST PALM BEACH, FL 33402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



LORE

Lake Okeechobee Regional Economic
Alliance of Palm Beach County

30 March 2007

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

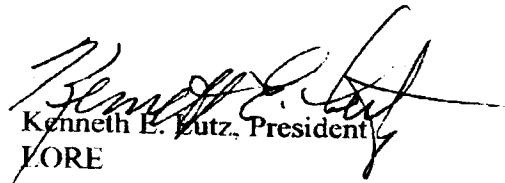
Re: Employee status pertaining to Lake Okeechobee Regional Economic Alliance of Palm Beach County, Inc.

Ms. Nolan:

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

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

Respectfully,



Kenneth E. Lutz, President
LORE