

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY**

**AGENDA ITEM**  
**CONTAINS MORE THAN 50 PAGES**  
**IT MAY BE VIEWED IN**  
**COUNTY ADMINISTRATION**

3A-3

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Meeting Date:	February 3, 2009	[X] Consent	[ ] Regular
		[ ] Workshop	[ ] Public Hearing

Department: County Administration  
Submitted By: County Administration  
Submitted For: Economic Development Office

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

- A) An Amendment No. 1 to the Development Regions Grant Agreement R2007-1019 with the City of Belle Glade totaling \$50,228 to extend the expiration date from February 19, 2011 to August 19, 2011.
- B) An Amendment No. 1 to the Development Regions Grant Agreement R2007-1021 with the Town of Lake Park totaling \$39,500 to extend the expiration date from February 19, 2011 to February 19, 2012.
- C) An Amendment No.1 to the Development Regions Grant Agreement R2007-1022 with the Lake Worth Community Redevelopment Agency (CRA) totaling \$140,000 to extend the expiration date from February 19, 2011 to February 19, 2012.
- D) An Amendment No.1 to the Development Regions Grant Agreement R2007-1024 with the City of Riviera Beach totaling \$124,000 to extend the expiration date from February 19, 2011 to February 19, 2012.
- E) An Amendment No.1 to the Development Regions Grant Agreement R2007-1025 with the West Palm Beach Community Redevelopment Agency (CRA) totaling \$120,000 to 1) extend the expiration date from February 19, 2011 to February 19, 2012 and 2) revise Exhibit A reducing the contract by \$50,000.

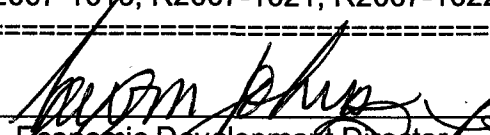
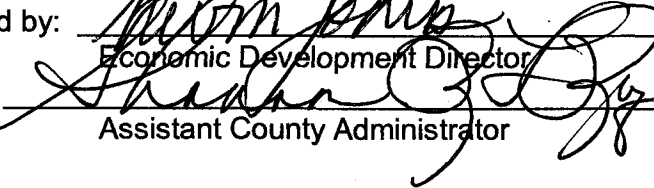
**Summary:** On June 19, 2007, the Board of County Commissioners (BCC) approved Development Regions Grant Agreements with the City of Belle Glade, Town of Lake Park, Lake Worth CRA, City of Riviera Beach and the West Palm Beach CRA for a total of thirteen (13) economic development projects to create fifty-three and one half (53.5) full-time equivalent (FTE) jobs. Seven (7) of the projects have been completed and are in the hiring phase. Five (5) of the projects: Belle Glade (BG) Deliverance Revival Center, Lake Park Facade Program, 10<sup>th</sup> Avenue Development, LLC in the Lake Worth CRA, Earl Pleasant Custom Ceramic Tile in Riviera Beach and 2915 East Tamarind, LLC in the West Palm Beach CRA, could not move forward due to the lack of financing which is now complete. One (1) business project, Absolute Plumbing, LLC, in the West Palm Beach CRA Agreement withdrew from the program due to the uncertain economy. These amendments will allow the five (5) uncompleted projects extensions ranging from six (6) to twelve (12) months as requested above for the construction/equipment reimbursement deadline, the hiring deadline and job maintenance period and eliminate \$50,000 awarded to Absolute Plumbing, LLC. Countywide(DW)

**Background and Policy Issues:** A total of \$181,461 in County funds were awarded through the Development Regions Grant Program to the economic development projects: BG Deliverance Revival Center (\$11,961), Lake Park Facade Program (\$39,500), 10<sup>th</sup> Avenue Development, LLC (\$50,000) in the Lake Worth CRA, Earl Pleasant Custom Ceramic Tile (\$30,000) in Riviera Beach and 2915 East Tamarind, LLC (\$50,000) in the West Palm Beach CRA. These funds will leverage \$4,784,875 in local/private funds for a total of \$4,966,336. Through this funding a total of nineteen (19) FTE jobs will be created. With the elimination of the Absolute Plumbing, LLC project, the Grant Agreement (R2007-1025) will decrease from \$120,000 to \$70,000.

**Attachments:**

1. Amendment No. 1: Belle Glade, Lake Park, Lake Worth CRA, Riviera Beach, West Palm Beach CRA
2. Contracts: R2007-1019, R2007-1021, R2007-1022, R2007-1024, R2007-2025

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Recommended by:		1-23-09	
	Economic Development Director	Date	
Approved by:		1-28-09	
	Assistant County Administrator	Date	

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures	(50,000)	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (PBC)	0	0	0	0	0
In-Kind Match (PBC)	0	0	0	0	0
NET FISCAL IMPACT	(50,000)				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes   X   No       

Budget Account No: Fund 1539 Agency 764 Org. 1060 Object 8201

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

Grant funds reduced from \$120,000 to \$70,000 due to elimination of one business project from the Development Regions Grant Agreement R2007-1025 with the West Palm Beach Community Redevelopment Agency. The \$50,000 is unencumbered.

### C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

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

John Smith 1-26-09  
OFMB CP 1/28/09

John S. Jones 1-26-09  
Contract Development and Control  
2/26/09

### B. Legal Sufficiency:

[Signature] 1/28/09  
Sr. Assistant County Attorney

*These Amendments comply with our review requirements.*

### C. Other Department Review:

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

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

H:\WPDATE\AGNDA-Amendments for DR Agreements 2-3-09

**FIRST AMENDMENT TO DEVELOPMENT REGIONS  
GRANT AGREEMENT R2007-1019  
CITY OF BELLE GLADE**

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

**WITNESSETH**

**WHEREAS**, on June 19, 2007, the COUNTY and the GRANTEE entered into a Grant Agreement (defined as "Agreement") Document #R2007-1019, for three (3) business projects: Belle Glade Deliverance Revival Center, Inc., Elbert Lee Washington, Inc. and Little Hands Learning Center, Inc.;

**WHEREAS**, Elbert Lee Washington, Inc. and Little Hands Learning Center, Inc. completed their renovations; and

**WHEREAS**, the owner of Belle Glade Deliverance Revival Center, Inc. has experienced a set back with a weakened roof in which a small section caved in and additional time will be needed to complete the construction work; and

**WHEREAS**, the GRANTEE requests a six month extension for the business project, Belle Glade Deliverance Revival Center, Inc., using the awarded \$11,961 in County funds to complete the renovations of a school/day care center; and

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

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

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

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

Sentence 2 is hereby deleted and replaced with the following: This Agreement will commence on June 19, 2007 and expire fifty (50) months following the Effective Date on August 19, 2011.

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

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

GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least six (6) full-time or equivalent jobs in Palm Beach County within twenty-six (26) months [**August 19, 2009**] and maintain same for twenty-four (24) months or through the fiftieth (50<sup>th</sup>) month [**August 19, 2011**], which ever shall occur first.

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

GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than August 19, 2011, the expiration of the fiftieth (50<sup>th</sup>) month subsequent to the Effective Date of this Agreement [June 19, 2007].

CITY OF BELLE GLADE

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

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

2. incurred not more than twenty-four (24) calendar months **[ending June 19, 2009]** subsequent to the Effective Date of this Agreement [June 19, 2007].

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

Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the **twenty-sixth (26th)** calendar month **[August 19, 2009]**.

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


<b>Reporting Period</b>	<b>Due Date</b>
11 (July – December 2011)	Tuesday, January 31, 2012

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


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

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

WITNESS:

  
Signature  
DEBRA R. BUFF, City Clerk  
Name (type or print)

CITY OF BELLE GLADE:

By:   
Mayor

Seal

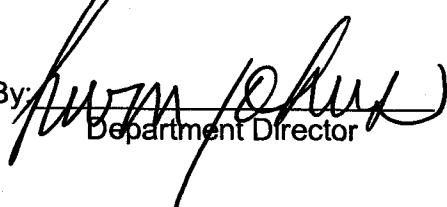
ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

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

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO TERMS  
AND CONDITIONS:

By:   
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By:   
County Attorney

CITY OF BELLE GLADE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/7/2009

PRODUCER (407) 445-2414 FAX: (407) 445-2868 World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED City of Belle Glade 110 Dr. Martin Luther King, Jr. Blvd West Belle Glade FL 33430		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Public Risk Management	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PRM 08-011	4/1/2008	4/1/2009	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY:				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excluded
					PERSONAL & ADV INJURY \$ 2,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	PRM 08-011	4/1/2008	4/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PRM 08-011	4/1/2008	4/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER AUTO PHYSICAL DAMAGE	PRM 08-011	4/1/2008	4/1/2009	COMP - \$1000 DED COLL - \$1000 DED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
With respect to the coverages held by the named insured as evidence of insurance herein as required by written contract with respect to the Grant Agreement held by the above named insured.

CERTIFICATE HOLDER (561) 355-6017 Palm Beach County Economic Development Office Government Center Pam Nolan, Economic Development Specialis PO Box 1989 10th floor 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 Andrew Cooper/PATTI
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**FIRST AMENDMENT TO DEVELOPMENT REGIONS  
GRANT AGREEMENT R2007-1021  
TOWN OF LAKE PARK**

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

**WITNESSETH**

**WHEREAS**, on June 19, 2007, the COUNTY and the GRANTEE entered into a Grant Agreement (defined as "Agreement") Document #R2007-1021, for a public improvement project to rectify non-complying signs in the four block Park Avenue Downtown District for business property owners; and

**WHEREAS**, the GRANTEE provided funds for eight (8) conforming signs by three (3) business property owners and has three (3) pending sign applications in process; and

**WHEREAS**, the GRANTEE requests a twelve month extension to allow for sign applications to be received and processed for the awarded \$39,500 in County funds; and

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

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

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

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

Sentence 2 is hereby deleted and replaced with the following: This Agreement will commence on June 19, 2007 and expire fifty-six (56) months following the Effective Date on February 19, 2012.

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

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

Such activities as described in **Exhibit A** shall commence within twenty-four (24) calendar months of the effective date of this Agreement.

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

GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least four (4) full-time or equivalent jobs in Palm Beach County within thirty-two (32) months [**February 19, 2010**] and maintain same for twenty-four (24) months or through the fifty-sixth (56<sup>th</sup>) month [**February 19, 2012**], which ever shall occur first.

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

GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 19, 2012, the expiration of the fifty-sixth (56<sup>th</sup>) month subsequent to the Effective Date of this Agreement [June 19, 2007].

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

TOWN OF LAKE PARK

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

2. incurred not more than thirty (30) calendar months [ending December 19, 2009] subsequent to the Effective Date of this Agreement [June 19, 2007].

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

Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the thirty-second (32<sup>nd</sup>) calendar month [**February 19, 2010**].

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

<b>Reporting Period</b>	<b>Due Date</b>
11 (July – December 2011)	Tuesday, January 31, 2012
12 (January – June 2012)	Tuesday, July 31, 2012

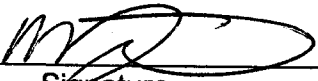
(THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.)



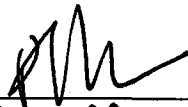
Except as set forth herein, the Agreement remains unrevised and in full force and effect, and the parties hereby ratify, confirm and adopt the Agreement as amended hereby.

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

WITNESS:

  
\_\_\_\_\_  
Signature  
Nadia Di Tommaso  
\_\_\_\_\_  
Name (type or print)

TOWN OF LAKE PARK:

By:   
\_\_\_\_\_  
Chair CDD  
  
Seal


ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

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

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO TERMS  
AND CONDITIONS:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

TOWN OF LAKE PARK

CERTIFICATE OF COVERAGE

Certificate Holder	Administrator	Issue Date 11/14/08
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF ECONOMIC DEVELOPMENT GOVERNMENTAL CENTER 10 <sup>TH</sup> FLOOR PO BOX 1898 WEST PALM BEACH FL 33402 1989	Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065	
		REVISED 11/14/08

COVERAGES  
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST		
AGREEMENT NUMBER: FMIT 0795	COVERAGE PERIOD: FROM 10/1/08	COVERAGE PERIOD: TO 10/1/09 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

☒ Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury

☒ Errors and Omissions Liability

☒ Supplemental Employment Practice

☒ Employee Benefits Program Administration Liability

☒ Medical Attendants'/Medical Directors' Malpractice Liability

☒ Broad Form Property Damage

☐ Law Enforcement Liability

☒ Underground, Explosion & Collapse Hazard

Limits of Liability

\* Combined Single Limit

Deductible Stoploss \$25,000

Automobile Liability

☒ All owned Autos (Private Passenger)

☒ All owned Autos (Other than Private Passenger)

☒ Hired Autos

☒ Non-Owned Autos

Limits of Liability

\* Combined Single Limit

Deductible Stoploss \$25,000

TYPE OF COVERAGE - PROPERTY

<input type="checkbox"/> Buildings	<input type="checkbox"/> Miscellaneous
<input type="checkbox"/> Basic Form	<input type="checkbox"/> Inland Marine
<input type="checkbox"/> Special Form	<input type="checkbox"/> Electronic Data Processing
<input type="checkbox"/> Personal Property	<input type="checkbox"/> Bond
<input type="checkbox"/> Basic Form	<input type="checkbox"/>
<input type="checkbox"/> Special Form	
<input type="checkbox"/> Agreed Amount	
<input type="checkbox"/> Deductible N/A	
<input type="checkbox"/> Coinsurance N/A	
<input type="checkbox"/> Blanket	
<input type="checkbox"/> Specific	
<input type="checkbox"/> Replacement Cost	
<input type="checkbox"/> Actual Cash Value	

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

☒ Statutory Workers' Compensation

☒ Employers Liability

\$1,000,000 Each Accident

\$1,000,000 By Disease

\$1,000,000 Aggregate By Disease

☐ Deductible N/A

☐

Automobile/Equipment - Deductible

☒ Physical Damage

Stoploss Deductible: \$25,000 - Comprehensive - Auto

Stoploss Deductible: \$25,000 - Collision - Auto

N/A- Miscellaneous Equipment

Other


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

Description of Operations/Locations/Vehicles/Special Items

Re: Grant Agreement.

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

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

DESIGNATED MEMBER	CANCELLATIONS
TOWN OF LAKE PARK 535 PARK AVENUE LAKE PARK FL 33403	SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.
	
	AUTHORIZED REPRESENTATIVE

**FIRST AMENDMENT TO DEVELOPMENT REGIONS  
GRANT AGREEMENT R2007-1022  
LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**

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

**WITNESSETH**

**WHEREAS**, on June 19, 2007, the COUNTY and the GRANTEE entered into a Grant Agreement (defined as "Agreement") Document #R2007-1022, for three (3) business projects: 10<sup>th</sup> Avenue Development, LLC, Lake Worth Playhouse, Inc. and The White Apron, Inc.; and

**WHEREAS**, the Lake Worth Playhouse, Inc. and The White Apron, Inc. completed their projects for renovation and construction; and

**WHEREAS**, the GRANTEE has invested \$14 million in roadways, beautification and infrastructure and is in negotiations with the owner of 10<sup>th</sup> Avenue Development, LLC, to secure property for a turn lane and placing all utilities underground which will allow for more density and better development; and

**WHEREAS**, the owner of 10<sup>th</sup> Avenue Development, LLC, has been delayed in securing financing to build a 20,000 sq. ft. Class A office building; and

**WHEREAS**, the GRANTEE requests a twelve month extension for the business, 10<sup>th</sup> Avenue Development, LLC, to complete their project using the awarded \$50,000 in County funds; and

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

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

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

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

Sentence 2 is hereby deleted and replaced with the following: This Agreement will commence on June 19, 2007 and expire fifty-six (56) months following the Effective Date on February 19, 2012.

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

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

Such activities as described in **Exhibit A** shall commence within twenty-four (24) calendar months [June 19, 2009] of the effective date of this Agreement.

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

GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least four (4) full-time or equivalent jobs in Palm Beach County within thirty-two (32) months [February 19, 2010] and maintain same for twenty-four (24) months or through the fifty-sixth (56<sup>th</sup>) month [February 19, 2012], which ever shall occur first.

LAKE WORTH CRA

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

GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 19, 2012, the expiration of the fifty-sixth (56<sup>th</sup>) month subsequent to the Effective Date of this Agreement [June 19, 2007].

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

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

- 2. incurred not more than thirty (30) calendar months [ending December 19, 2009] subsequent to the Effective Date of this Agreement [June 19, 2007].

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

Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the thirty-second (32<sup>nd</sup>) calendar month [February 19, 2010].

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


Reporting Period	Due Date
11 (July – December 2011)	Tuesday, January 31, 2012
12 (January – June 2012)	Tuesday, July 31, 2012

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


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

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

WITNESS:

  
\_\_\_\_\_  
Signature  
Chris Dabros  
\_\_\_\_\_  
Name (type or print)

LAKE WORTH COMMUNITY  
REDEVELOPMENT AGENCY:

By:   
\_\_\_\_\_  
Chair  
  
Seal

ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

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

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO TERMS  
AND CONDITIONS:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

LAKE WORTH CRA

CERTIFICATE OF COVERAGE

Certificate Holder

OFFICE OF ECONOMIC DEVELOPMENT  
PALM BEACH COUNTY BOARD OF COUNTY  
GOVERNMENTAL CENTER 10TH FLOOR  
PO BOX 1989  
WEST PALM BEACH FL 334021989

Administrator

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

Issue Date 12/16/08

COVERAGES  
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 1233

COVERAGE PERIOD: FROM 10/1/08

COVERAGE PERIOD: TO 10/1/09 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

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

Limits of Liability

\* Combined Single Limit  
Deductible N/A

Automobile Liability

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

Limits of Liability

TYPE OF COVERAGE - PROPERTY

- ☐ Buildings
  - ☐ Basic Form
  - ☐ Special Form
- ☐ Personal Property
  - ☐ Basic Form
  - ☐ Special Form
- ☐ Agreed Amount
- ☐ Deductible N/A
- ☐ Coinsurance N/A
- ☐ Blanket
- ☐ Specific
- ☐ Replacement Cost
- ☐ Actual Cash Value

Miscellaneous

- ☐ Inland Marine
- ☐ Electronic Data Processing
- ☐ Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

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

Automobile/Equipment - Deductible

- ☐ Physical Damage
  - NA - Comprehensive - Auto
  - NA - Collision - Auto
  - NA - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 for General Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Verification of coverage

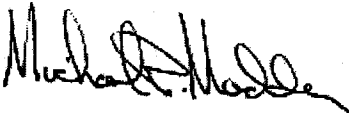
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Lake Worth Community Redevelopment Agency  
8 South J Street  
Lake Worth FL 33460

Cancellations

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



AUTHORIZED REPRESENTATIVE

**FIRST AMENDMENT TO DEVELOPMENT REGIONS  
GRANT AGREEMENT R2007-1024  
CITY OF RIVIERA BEACH**

**THIS AMENDMENT** is made December 14, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the CITY OF RIVIERA BEACH, a public body corporate and politic, hereinafter referred to as GRANTEE.

**WITNESSETH**

**WHEREAS**, on June 19, 2007, the COUNTY and the GRANTEE entered into a Grant Agreement (defined as AAgreement@) Document #R2007-1024, for three (3) business projects: Earl L. Pleasant Custom Ceramic Tile, Fannie Mae Tots, Inc. and E-Z Weld, Inc.; and

**WHEREAS**, Fannie Mae Tots and E-Z Weld, Inc. completed their projects to purchase equipment; and

**WHEREAS**, the owner of Earl L. Pleasant Custom Ceramic Tile, a custom tile business, received site plan approval from the City of Riviera Beach and has been delayed in securing financing to construct a 3,545 sq. ft. building with four (4) units on the northwest corner of West 27<sup>th</sup> Street and Old Dixie Highway, Riviera Beach; and

**WHEREAS**, the GRANTEE requests a twelve (12) month extension for the owner of Earl L. Pleasant Custom Ceramic Tile, to complete its project using the awarded \$30,000 in County funds; and

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

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

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

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

Sentence 2 is hereby deleted and replaced with the following: This Agreement will commence on June 19, 2007 and expire fifty-six (56) months following the Effective Date on February 19, 2012.

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

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

Such activities as described in **Exhibit A** shall commence within twenty-four (24) calendar months of the effective date of this Agreement.

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

GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least eight (8) full-time or equivalent jobs and the retention of at least twenty-nine (29) full-time or equivalent jobs in Palm Beach County within thirty-two (32) months [**February 19, 2010**] and maintain same for twenty-four (24) months or through the fifty-sixth (56<sup>th</sup>) month [**February 19, 2012**], which ever shall occur first.

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

CITY OF RIVIERA BEACH

GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 19, 2012, the expiration of the fifty-sixth (56<sup>th</sup>) month subsequent to the Effective Date of this Agreement [June 19, 2007].

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

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

2. incurred not more than thirty (30) calendar months [ending December 19, 2009] subsequent to the Effective Date of this Agreement [June 19, 2007].

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

Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the thirty-second (32<sup>nd</sup>) calendar month [**February 19, 2010**].

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

Reporting Period	Due Date
11 (July – December 2011)	Tuesday, January 31, 2012
12 (January – June 2012)	Tuesday, July 31, 2012

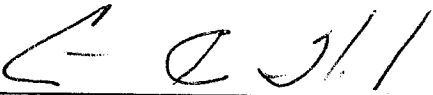
(THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.)



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


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

WITNESS:

  
Signature

CARRIE E. WARD  
Name (type or print)  
City Clerk

CITY OF RIVIERA BEACH:

By:   
Mayor

Seal

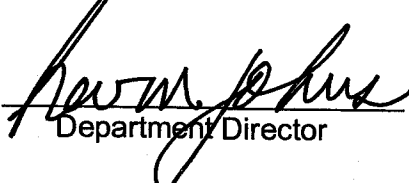
ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
County Attorney

CITY OF RIVIERA BEACH

## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/09PRODUCER  
Arthur J. Gallagher Risk Management Services, Inc.8200 N.W. 41st Street  
Suite 200  
Miami, FL 33166THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED  
City of Riviera Beach  
  
606 W. Blue Heron Boulevard  
  
Riviera Beach, FL 33404

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: UNDERWRITERS AT LLOYDS	32727
INSURER B: MIDWEST EMPLOYERS CAS CO	23612
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JECT <input type="checkbox"/> LOC	J086238	10/01/08	10/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	J086238	10/01/08	10/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY. AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below  OTHER	EW0005191	10/01/08	10/01/09	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

GL Limits: \$1,000,000 per occurrence inclusive of \$100,000 SIR  
AL Limits: \$1,000,000 per occurrence inclusive of \$100,000 SIR  
WC Limits: Statutory excess of \$500,000 SIR / EL Limit: \$1,000,000 excess of \$500,000 SIR  
City Relies on FS768.28

RE: All Operations of City of Riviera Beach

## CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners

301 North Olive Avenue, 10th Floor

West Palm Beach, FL 33401

USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) barbro  
10855308

© ACORD CORPORATION 1988

**FIRST AMENDMENT TO DEVELOPMENT REGIONS  
GRANT AGREEMENT R2007-1025  
WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY**

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

**WITNESSETH**

**WHEREAS**, on June 19, 2007, the COUNTY and the GRANTEE entered into a Grant Agreement (defined as "Agreement") Document #R2007-1025, for three (3) business projects: 2915 East Tamarind, LLC, Absolute Plumbing, LLC and Garden House, LLC.; and

**WHEREAS**, Garden House, LLC, recently completed their renovations and the Absolute Plumbing, LLC, withdrew from the program due to the current economic conditions; and

**WHEREAS**, the owner of 2915 E. Tamarind, LLC, a property management company, completed demolition of an existing structure and is in the final permitting phase with the City of West Palm Beach to construct the company's four (4) office suites and three (3) bays; and

**WHEREAS**, the GRANTEE requests a twelve month extension for the business, 2915 E. Tamarind, LLC, to complete their project using the awarded \$50,000 in County funds; and

**WHEREAS**, the business project, Absolute Plumbing, LLC, and the unspent County funds totaling \$50,000 will be removed from the Agreement which will decrease the total grant amount from \$120,000 to \$70,000 in County funds; and

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

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

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

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

Sentence 2 is hereby deleted and replaced with the following: This Agreement will commence on June 19, 2007 and expire fifty-six (56) months following the Effective Date on February 19, 2012.

II. Paragraph I. entitled Maximum Grant Amount

Sentence 1 is hereby deleted and replaced with the following: In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of seventy thousand dollars (\$70,000).

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

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

Such activities as described in **Exhibit A** shall commence within twenty-four (24) calendar months of the effective date of this Agreement.

Sentence 1, 2 and 3 of Section B. **Grant Award and Job Requirements** is hereby deleted and replaced with the following:

GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least seven (7) full-time or equivalent jobs in Palm Beach County within thirty-two (32) months [**February 19, 2010**] and maintain same for twenty-four (24) months or through the fifty-sixth (56<sup>th</sup>) month [**February 19, 2012**], which ever shall occur first. The grant award is \$10,000 per full-time or equivalent job. The total grant award shall not exceed \$70,000.

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

GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 19, 2012, the expiration of the fifty-sixth (56<sup>th</sup>) month subsequent to the Effective Date of this Agreement [June 19, 2007].

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

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

2. incurred not more than thirty (30) calendar months [ending December 19, 2009] subsequent to the Effective Date of this Agreement [June 19, 2007].

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

Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the thirty-second (32<sup>nd</sup>) calendar month [**February 19, 2010**].

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

Reporting Period	Due Date
11 (July – December 2011)	Tuesday, January 31, 2012
12 (January – June 2012)	Tuesday, July 31, 2012

VI. Project Name #2 of **Exhibit A** entitled **BUSINESS/PUBLIC IMPROVEMENT PROJECT AND PROJECT DESCRIPTION** is hereby deleted.

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

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


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

WITNESS:

  
\_\_\_\_\_  
Signature

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

WEST PALM BEACH COMMUNITY  
REDEVELOPMENT AGENCY:

By:   
\_\_\_\_\_  
Chair

Seal

CRA ATTORNEY  
Approved as to form  
and legal sufficiency  
By: SAR  
Date: 12-30-08

ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

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

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO TERMS  
AND CONDITIONS:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



*"The Capital City of the Palm Beaches"*

City of West Palm Beach  
Finance Department  
Risk Management Division  
1000 45<sup>th</sup> Street, Suite 7  
West Palm Beach, FL 33407

December 31, 2008

Palm Beach County  
Office of Economic Development  
Governmental Center  
10<sup>th</sup> Floor  
West Palm Beach, FL 33402-1989

Re: Certificate of Insurance

Without waiving the right to sovereign immunity as provided by FL Statutes Section 768.28, this acknowledges that the City of West Palm Beach is self insured for General Liability and Automobile liability with coverage limits of \$100,000 per person and \$200,000 per occurrence. The city is also self insured for Workers Compensation and Employer's Liability insurance in accordance with FL Statutes, Chapter 440. Additionally, the City is self insured for physical damage to any property leased or rented.

The City carries an excess liability policy. Please feel free to contact me with any questions you may have.

Regards,

Ann Marie Sharpe, ARM-P  
Risk Manager

*"An Equal Opportunity Employer"*

**PALM BEACH COUNTY DEVELOPMENT REGIONS  
GRANT AGREEMENT**

**THIS AGREEMENT** is made as of JUN 19 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 **CITY OF BELLE GLADE**, a public body corporate and politic, hereinafter referred to as GRANTEE.

**WITNESSETH:**

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

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

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

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

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

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

**I. TERM OF AGREEMENT**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Agreement will commence on June 19, 2007 and expire forty-four (44) calendar months following the Effective Date on February 19, 2011.

**II. MAXIMUM GRANT AMOUNT**

In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of **fifty thousand two hundred and twenty-eight dollars (\$50,228)**.

**III. GRANTEE'S PERFORMANCE OBLIGATIONS**

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

- B. **Grant Award and Job Requirements.** GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least **six (6)** full-time or equivalent jobs in Palm Beach County within twenty (20) months [February 19, 2009] and maintain same for twenty-four (24) months, or through the forty-fourth (44<sup>th</sup>) month [February 19, 2011], which ever shall occur first. The grant award is **\$8,371.33** per full-time or equivalent job. The total grant award shall not exceed **\$50,228**. In the event the GRANTEE fails to create and thereafter maintain, all of the aforementioned jobs, GRANTEE shall refund to COUNTY the amount equal to the grant award per job, multiplied by the number of positions not created and maintained. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs created in Palm Beach County. Such evidence must be provided with the final semi-annual report in the format set forth on **Exhibit C**. For the purposes hereof, a full-time or equivalent job equals one job totaling 2080 hours annually or two or more positions that together total at least 2080 hours per year, and a part time or equivalent job equals one job totaling 1040 hours annually or two or more positions that together total at least 1040 hours per year. A job must pay a salary equal to or better than the minimum wage as determined by the Florida Agency for Workforce Innovation. For the purposes of this Agreement, the term salary means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Agency for Workforce Innovation definitions, paid to employees.
- C. **Workforce Alliance, Inc.** In the event a job becomes available, the business shall mail the job description to the Workforce Alliance, Inc. at the address stated below. It is the intent of this clause to make all opening positions available on a competitive basis.
- Kathryn Schmidt, President/CEO  
Workforce Alliance, Inc.  
326 Fern Street, Suite 310  
West Palm Beach, FL 33401  
561-340-1061, Ext. 201  
Fax: 561-340-1062
- D. **Verification of Terms and Conditions.** As a further condition to retaining any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 20, 2011, the expiration of the forty-fourth (44<sup>th</sup>) month subsequent to the Effective Date of this Agreement. In the event GRANTEE fails to create and maintain the required jobs, or provide the aforementioned verification within the permitted times, GRANTEE shall refund to COUNTY the portion of the grant award paid by COUNTY to GRANTEE for each job not created, maintained and verified.
- E. **Material Change of Circumstances.** GRANTEE shall immediately notify COUNTY of any material change of circumstances at the business(es) identified on **Exhibit A** hereto. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of the business(es) to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of more than 10% of the assets or stock or ownership interest in the business(es), the suspension, closing or cessation of operation of the business(es), voluntary or involuntary bankruptcy or an assignment for the benefit of such business(es) creditors. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Agreement, whereupon COUNTY shall have no further obligation to GRANTEE under this Agreement. Any Agreement entered into between GRANTEE and such business(es)



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

- F. **Budget Changes.** Project budget changes in **Exhibit A** of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Economic Development Director at his/her discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the GRANTEE to the Economic Development Director.

#### IV. PAYMENT PROCEDURES, CONDITIONS

- A. **Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award of **\$50,228** (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on **Exhibit A**, for the eligible types of expenditures which are identified on **Exhibit B** to this Agreement, which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:
1. incurred on or after June 19, 2007; and
  2. incurred not more than eighteen (18) calendar months [ending December 19, 2008] subsequent to the Effective Date of this Agreement;
- B. **Proper Documentation of Expenses.** Requests for payment of Eligible Expenses incurred after the Effective Date of this Agreement shall be submitted to COUNTY, and shall be accompanied by proper documentation as determined by County in its sole discretion. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. In the case of invoices that have not first been paid by GRANTEE, GRANTEE shall certify to the COUNTY that each invoice presented for payment relates directly to work satisfactorily completed in accordance with this Agreement.
- C. **Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the twentieth (20) calendar month [February 19, 2009]. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.
- D. **Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.
- E. **Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Agreement. The GRANTEE shall also be liable for reimbursing the COUNTY for any lost or stolen funds.

- F. **Termination of Agreement.** Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs created and maintained and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County, within ninety (90) days of the COUNTY's demand therefor.
- G. **Remedy and Rights.** Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY or preventing COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the GRANTEE fails to comply with the terms of this Agreement.

## V. COUNTY'S DEFAULT

- A. **Nature of Default Notice.** In the event that the COUNTY fails to comply with the terms of this Agreement, then GRANTEE shall provide the COUNTY with notice detailing the nature of the default, whereupon COUNTY shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.
- B. **Fail to Cure Default.** In the event that the COUNTY fails to cure the default, GRANTEE shall have the right to terminate this Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

## VI. REPORTING REQUIREMENTS

GRANTEE shall submit to COUNTY semi-annual reports satisfactory to COUNTY in its sole discretion in the format set forth on **Exhibit C**, attached hereto and incorporated herein by reference. These reports shall be submitted no later than thirty (30) days following completion of each reporting period.

<b><u>Reporting Period</u></b>	<b><u>Due Date</u></b>
1 (July - December '07)	Thursday, January 31, 2008
2 (January - June '08)	Thursday, July 31, 2008
3 (July - December '08)	Friday, January 30, 2009
4 (January - June '09)	Friday, July 31, 2009
5 (July - December '09)	Friday, January 29, 2010
6 (January - June '10)	Friday, July 30, 2010
7 (July - December '10)	Monday, January 31, 2011
8 (January - June '11)	Friday, July 29, 2011

All grant payments made pursuant to this Agreement shall be contingent on the receipt and approval of the semi-annual reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Agreement and demand a refund of all or a portion of the Grant Award.

## VII. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the COUNTY Internal Auditor, at any time the COUNTY deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

## VIII. PERFORMANCE

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any of the COUNTY'S other rights or remedies, relieve the COUNTY of any obligation under this Agreement.

## IX. EXCUSABLE DELAYS

The GRANTEE 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 GRANTEE 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 embargos, and abnormally severe and unusual weather conditions.

## X. INDEMNIFICATION

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, its 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 and as a result of GRANTEE's performance of the terms of this Agreement or due to the acts or omissions of GRANTEE.

## XI. GRANTEE INSURANCE REQUIREMENTS

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

- A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of **\$100,000 Per Person** and **\$200,000 Per Occurrence**; or such monetary waiver limits as set forth by the Florida Legislature.
- B. **Liability & Additional Insured.** In the event GRANTEE maintains Commercial General Liability or Business Auto Liability, GRANTEE agrees to maintain said insurance policies at limits not less than **\$500,000 per occurrence**. GRANTEE further agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY's negligence arising out of this Agreement. **This paragraph does not apply to an indemnity based claims-bill general liability policy.**
- C. **Worker's Compensation & Employer's Liability.** GRANTEE agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.
- D. **Statement or Certificate of Insurance.** GRANTEE agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of Palm Beach County, Economic Development Office, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL

- E. **County Reserves the Right.** 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 self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of its poor financial condition or failure to operate legally.

## **XII AVAILABILITY OF FUNDS**

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

## **XIII REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the 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.

## **XIV NONDISCRIMINATION**

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **XV. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **XVI ENTIRE AGREEMENT**

The COUNTY and the GRANTEE 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.

## **XVII CONSTRUCTION**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

## **XVIII. SURVIVAL**

The parties' warranties, agreements, covenants and representations set forth in this

Agreement shall survive the expiration or termination of this Agreement.

#### **XIX. ASSIGNMENT**

GRANTEE may not assign this Agreement or any interest herein without the prior written consent of COUNTY, which may be granted or withheld at COUNTY's sole and absolute discretion.

#### **XX. GOVERNING LAW & VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

#### **XXI. BINDING EFFECT**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

#### **XXII. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

#### **XXIII. WAIVER**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **XXIV. CRIMINAL HISTORY RECORDS CHECK**

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The GRANTEE 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 GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

#### **XXV. REGULATIONS; LICENSING**

The GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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.

#### **XXVI. NOTICE**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal

delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Kevin Johns  
Economic Development Director  
Economic Development Office, 10th Floor  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-3624  
Fax: 561-355-6017

with a copy to:

Dawn Wynn, Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-2225  
Fax: 561-355-6461

and if sent to the GRANTEE shall be mailed to:

Lillian Tomeu, Assistant City Manager  
Belle Glade City Hall  
110 Dr. Martin Luther King, Jr. Blvd., West  
Belle Glade, FL 33430  
561-996-0100  
Fax: 561-992-2221  
ltomeu@belleglade-fl.com

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

(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 the GRANTEE has hereunto set its hand the day and year above written.

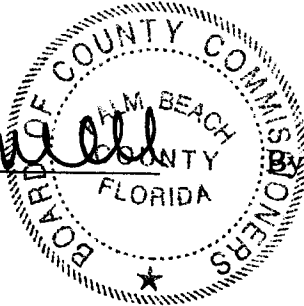
R2007 1019

JUN 19 2007

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

By: Nancy Powell  
Deputy Clerk



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

ATTEST:

CITY OF BELLE GLADE, FLORIDA  
BY ITS BOARD OF COMMISSIONERS

By: Debra R. Boff  
Title:

By: Donald D. Giff  
Mayor

APPROVED AS TO TERMS  
AND CONDITIONS

By: Humphreys  
Department Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Glen J. Torcivia  
GLEN J. TORCIVIA

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

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**Exhibit A**

**BUSINESS/PUBLIC IMPROVEMENT PROJECT  
AND  
PROJECT DESCRIPTION**

**Project Name #1:** Belle Glade Deliverance Revival Center, Inc.

**Description:** The Center recently purchased a building from The Glades Area Association for Retarded Citizens, Inc. to have a school/day care center. County funds will be used for interior/exterior renovations, commercial kitchen and AC.

**Location:** 601 W. Canal Street N., Belle Glade, Florida 33430

**Performance Goal:** Full-time or equivalent jobs to be created: 2  
Full-time or equivalent jobs existing at time of contract: 2

<b>Funding Sources:</b>	Palm Beach County	\$11,961
	City/CRA	\$ 0
	Business Project	<u>\$27,909</u>
	<b>Total Project Cost</b>	<b>\$39,870</b>

**Contact:** Francis Lightner, Co-owner  
Belle Glade Deliverance Revival Center, Inc.  
P.O. Box 195  
Belle Glade, FL 33430  
Phone: 561-523-4123  
Fax: 561-996-0604  
Email: bjohn748@aol.com

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**Project Name #2:** Elbert Lee Washington, Inc.

**Description:** Business is a laundry facility located below multi-family units. Owner will be renovating its commercial laundry site by replacing cabinets/table tops, drywall, bathrooms, electric/plumbing, removal of garage door, plastering, window, A/C, and upgrading equipment. County funds will be used for equipment.

**Location:** 721 SW Avenue E/MLK Blvd., Belle Glade 33430

**Performance Goal:** Full-time or equivalent jobs to be created: 2  
Full-time or equivalent jobs existing at time of contract: 2

<b>Funding Sources:</b>	Palm Beach County	\$20,000
	City/CRA	\$ 0
	Business Project	<u>\$63,014</u>
	<b>Total Project Cost</b>	<b>\$83,014</b>

**Contact:** Elbert Lee Washington, Sole Proprietor  
721 SW Avenue E/Martin Luther King Blvd.  
Belle Glade, FL 33430  
Phone: 561-985-2788  
Fax: N/A  
Email: N/A



**Project Name #3:** Little Hands Learning Center, Inc.,

**Description:** Business has been operating for 5 years as a daycare to migrant and low-income residents in the Belle Glade and South Bay area. They have a capacity for 101 children. Owners purchased the property February 2006. Project will include interior painting, cabinets/doors, lighting, and paving. County funds will assist interior/exterior improvements.

**Location:** 832 West Canal St. S., Belle Glade 33430

**Performance Goal:** Full-time or equivalent jobs to be created: 2  
Full-time or equivalent jobs existing at time of contract: 2

<b>Funding Sources:</b>	Palm Beach County	\$18,267
	City/CRA	\$ 0
	Business Project	<u>\$42,622</u>
	<b>Total Project Cost</b>	<b>\$60,889</b>

**Contact:** Shirley Walters, Owner/Director  
Little Hands Learning Center, Inc.  
832 West Canal Street, South  
Belle Glade, FL 33430  
Phone: 561-996-0022  
Fax: 561-996-0026  
Email: littlehandslearn@bellsouth.net

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## **Exhibit B**

### **LIST OF ELIGIBLE EXPENSES**

- |   |                                      |
|---|--------------------------------------|
| 1. Acquisition of real property.                      | 5. Construction of new buildings.    |
| 2. Expansion of existing property.                    | 6. Renovation of existing buildings. |
| 3. Providing payment of impact fees.                  | 7. Site development.                 |
| 4. Public Improvements.<br>(Includes Facade Programs) | 8. Machinery & Equipment             |

**Exhibit C**  
**SEMI-ANNUAL DEVELOPMENT REGIONS REPORT FORM**

**Name of Applicant:**

**Contract Year:**

**Semi-Annual Report for the Period of:**

Do not include in-kind in the below information. Matched local cash (Municipality / CRA / CDC) may include cash values of the following: waiving of utilities and water/sewer hookup costs; waiving of city's occupational license fees; and donation of land, buildings and easements.

Identify the appropriate current status level for each one of the projects in second column below:  
 (A) Site Development (B) Land Acquisition (C) Rehabilitation/Construction (D) Completed

Business Name	County Award		City/CRA/CDC Award		Private Funds		Total Amount		Current Project Status (See Above)	# of Current Workers Hired Prior the Project	# of Current Part-time Workers Hired since the Beginning of the Project	# of Current Full-time Workers Hired since the Beginning of the Project
	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total				

**PALM BEACH COUNTY DEVELOPMENT REGIONS  
GRANT AGREEMENT**

**THIS AGREEMENT** is made as of JUN 19 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 TOWN OF LAKE PARK, a public body corporate and politic, hereinafter referred to as GRANTEE.

**WITNESSETH:**

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

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

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

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

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

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

**I. TERM OF AGREEMENT**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Agreement will commence on June 19, 2007 and expire forty-four (44) calendar months following the Effective Date on February 19, 2011.

**II. MAXIMUM GRANT AMOUNT**

In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of thirty-nine thousand five hundred dollars (\$39,500).

**III. GRANTEE'S PERFORMANCE OBLIGATIONS**

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

- B. **Grant Award and Job Requirements.** GRANTEE shall cause, as a direct result of the activities set forth in Exhibit A to this Agreement, the creation of at least four (4) full-time or equivalent jobs in Palm Beach County within twenty (20) months [February 19, 2009] and maintain same for twenty-four (24) months, or through the forty-fourth (44<sup>th</sup>) month [February 19, 2011], which ever shall occur first. The grant award is \$9,875 per full-time or equivalent job. The total grant award shall not exceed \$39,500. In the event the GRANTEE fails to create and thereafter maintain, all of the aforementioned jobs, GRANTEE shall refund to COUNTY the amount equal to the grant award per job, multiplied by the number of positions not created and maintained. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs created in Palm Beach County. Such evidence must be provided with the final semi-annual report in the format set forth on Exhibit C. For the purposes hereof, a full-time or equivalent job equals one job totaling 2080 hours annually or two or more positions that together total at least 2080 hours per year, and a part time or equivalent job equals one job totaling 1040 hours annually or two or more positions that together total at least 1040 hours per year. A job must pay a salary equal to or better than the minimum wage as determined by the Florida Agency for Workforce Innovation. For the purposes of this Agreement, the term salary means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Agency for Workforce Innovation definitions, paid to employees.
- C. **Workforce Alliance, Inc.** In the event a job becomes available, the business shall mail the job description to the Workforce Alliance, Inc. at the address stated below. It is the intent of this clause to make all opening positions available on a competitive basis.
- Kathryn Schmidt, President/CEO  
Workforce Alliance, Inc.  
326 Fern Street, Suite 310  
West Palm Beach, FL 33401  
561-340-1061, Ext. 201  
Fax: 561-340-1062
- D. **Verification of Terms and Conditions.** As a further condition to retaining any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 20, 2011, the expiration of the forty-fourth (44<sup>th</sup>) month subsequent to the Effective Date of this Agreement. In the event GRANTEE fails to create and maintain the required jobs, or provide the aforementioned verification within the permitted times, GRANTEE shall refund to COUNTY the portion of the grant award paid by COUNTY to GRANTEE for each job not created, maintained and verified.
- E. **Material Change of Circumstances.** GRANTEE shall immediately notify COUNTY of any material change of circumstances at the business(es) identified on Exhibit A hereto. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of the business(es) to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of more than 10% of the assets or stock or ownership interest in the business(es), the suspension, closing or cessation of operation of the business(es), voluntary or involuntary bankruptcy or an assignment for the benefit of such business(es) creditors. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Agreement, whereupon COUNTY shall have no further obligation to GRANTEE under this Agreement. Any Agreement entered into between GRANTEE and such business(es)

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

- F. **Budget Changes.** Project budget changes in **Exhibit A** of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Economic Development Director at his/her discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the GRANTEE to the Economic Development Director.

#### IV. PAYMENT PROCEDURES, CONDITIONS

- A. **Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award of **\$39,500** (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on **Exhibit A**, for the eligible types of expenditures which are identified on **Exhibit B** to this Agreement, which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:
1. incurred on or after June 19, 2007; and
  2. incurred not more than eighteen (18) calendar months [ending December 19, 2008] subsequent to the Effective Date of this Agreement;
- B. **Proper Documentation of Expenses.** Requests for payment of Eligible Expenses incurred after the Effective Date of this Agreement shall be submitted to COUNTY, and shall be accompanied by proper documentation as determined by County in its sole discretion. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. In the case of invoices that have not first been paid by GRANTEE, GRANTEE shall certify to the COUNTY that each invoice presented for payment relates directly to work satisfactorily completed in accordance with this Agreement.
- C. **Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the twentieth (20) calendar month [February 19, 2009]. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.
- D. **Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.
- E. **Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Agreement. The GRANTEE shall also be liable for reimbursing the COUNTY for any lost or stolen funds.

- F. **Termination of Agreement.** Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs created and maintained and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County, within ninety (90) days of the COUNTY's demand therefor.
- G. **Remedy and Rights.** Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY or preventing COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the GRANTEE fails to comply with the terms of this Agreement.

## V. COUNTY'S DEFAULT

- A. **Nature of Default Notice.** In the event that the COUNTY fails to comply with the terms of this Agreement, then GRANTEE shall provide the COUNTY with notice detailing the nature of the default, whereupon COUNTY shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.
- B. **Fail to Cure Default.** In the event that the COUNTY fails to cure the default, GRANTEE shall have the right to terminate this Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

## VI. REPORTING REQUIREMENTS

GRANTEE shall submit to COUNTY semi-annual reports satisfactory to COUNTY in its sole discretion in the format set forth on **Exhibit C**, attached hereto and incorporated herein by reference. These reports shall be submitted no later than thirty (30) days following completion of each reporting period.

<b><u>Reporting Period</u></b>	<b><u>Due Date</u></b>
1 (July - December '07)	Thursday, January 31, 2008
2 (January - June '08)	Thursday, July 31, 2008
3 (July - December '08)	Friday, January 30, 2009
4 (January - June '09)	Friday, July 31, 2009
5 (July - December '09)	Friday, January 29, 2010
6 (January - June '10)	Friday, July 30, 2010
7 (July - December '10)	Monday, January 31, 2011
8 (January - June '11)	Friday, July 29, 2011

All grant payments made pursuant to this Agreement shall be contingent on the receipt and approval of the semi-annual reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Agreement and demand a refund of all or a portion of the Grant Award.

## VII. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the COUNTY Internal Auditor, at any time the COUNTY deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

## VIII. PERFORMANCE

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any of the COUNTY'S other rights or remedies, relieve the COUNTY of any obligation under this Agreement.

## IX. EXCUSABLE DELAYS

The GRANTEE 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 GRANTEE 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 embargos, and abnormally severe and unusual weather conditions.

## X. INDEMNIFICATION

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, its 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 and as a result of GRANTEE's performance of the terms of this Agreement or due to the acts or omissions of GRANTEE.

## XI. GRANTEE INSURANCE REQUIREMENTS

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

- A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits as set forth by the Florida Legislature.
- B. **Liability & Additional Insured.** In the event GRANTEE maintains Commercial General Liability or Business Auto Liability, GRANTEE agrees to maintain said insurance policies at limits not less than \$500,000 per occurrence. GRANTEE further agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY's negligence arising out of this Agreement. This paragraph does not apply to an indemnity based claims-bill general liability policy.
- C. **Worker's Compensation & Employer's Liability.** GRANTEE agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.
- D. **Statement or Certificate of Insurance.** GRANTEE agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of Palm Beach County, Economic Development Office, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL



- E. **County Reserves the Right.** 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 self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of its poor financial condition or failure to operate legally.

## **XII AVAILABILITY OF FUNDS**

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

## **XIII REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the 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.

## **XIV NONDISCRIMINATION**

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **XV. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **XVI ENTIRE AGREEMENT**

The COUNTY and the GRANTEE 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.

## **XVII CONSTRUCTION**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

## **XVIII. SURVIVAL**

The parties' warranties, agreements, covenants and representations set forth in this

Agreement shall survive the expiration or termination of this Agreement.

#### **XIX. ASSIGNMENT**

GRANTEE may not assign this Agreement or any interest herein without the prior written consent of COUNTY, which may be granted or withheld at COUNTY's sole and absolute discretion.

#### **XX. GOVERNING LAW & VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

#### **XXI. BINDING EFFECT**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

#### **XXII. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

#### **XXIII. WAIVER**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **XXIV. CRIMINAL HISTORY RECORDS CHECK**

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (AOrdinance@), if GRANTEE=S employees or subcontractors are required under this contract to enter a Acritical facility@ as identified in Resolution R-2003-1274. The GRANTEE acknowledges and agrees that all employees and subcontractors who are to enter a Acritical 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 GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

#### **XXV. REGULATIONS; LICENSING**

The GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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.

#### **XXVI. NOTICE**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal

delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Kevin Johns  
Economic Development Director  
Economic Development Office, 10th Floor  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-3624  
Fax: 561-355-6017

with a copy to:

Dawn Wynn, Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-2225  
Fax: 561-355-6461

and if sent to the GRANTEE shall be mailed to:

Patrick Sullivan  
Community Development Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403  
561-881-3319  
Fax: 561-881-3323  
psullivan@lakeparkflorida.gov

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

(Remainder of page left blank intentionally.)

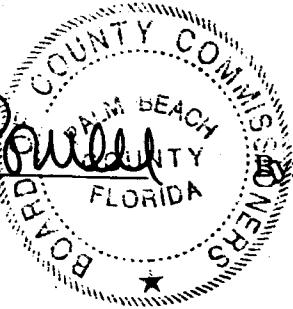
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has hereunto set its hand the day and year above written.

R2007 1021  
JUN 19 2007

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

By: Nancy Powell  
Deputy Clerk



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

ATTEST:  
TOWN OF LAKE PARK  
SEAL

TOWN OF LAKE PARK, FLORIDA  
BY ITS BOARD OF COMMISSIONERS:

By: Vincent W. [Signature]  
Title: Town Clerk

By: [Signature]  
Mayor

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

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**Exhibit A**

**BUSINESS/PUBLIC IMPROVEMENT PROJECT  
AND  
PROJECT DESCRIPTION**

**Project Name #1:**    **Facade Improvement**

**Description:**        This is a public improvement project for the beautification of the Park Avenue Downtown District (PADD). The Town is hoping to rectify all the non-complying signs in the PADD in an attempt to bring them into conformity and beautify the area. A total of 91 business property owners have been identified to participate. Twelve of these properties are vacant. County funds will be matched dollar for dollar by Town and business property owners.

**Location:**            Along Park Avenue from 7th to 10th Street and extending south of Park Avenue on the east side of 10th Street.

**Performance Goal:**   Full-time or equivalent jobs to be created:   4  
                                 Full-time or equivalent jobs existing at time of contract:   0

<b>Funding Sources:</b>	Palm Beach County	\$ 39,500
	City/CRA	\$ 39,500
	Business Project	<u>\$ 39,500</u>
	<b>Total Project Cost</b>	<b>\$118,500</b>

**Contact:**              Patrick Sullivan, Community Development Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403  
561-881-3319  
Fax: 561-881-3323  
psullivan@larkparkflorida.gov

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## **Exhibit B**

### **LIST OF ELIGIBLE EXPENSES**

1. Acquisition of real property.
2. Expansion of existing property.
3. Providing payment of impact fees.
4. Public Improvements.  
(Includes Facade Programs)
5. Construction of new buildings.
6. Renovation of existing buildings.
7. Site development.
8. Machinery & Equipment

**Exhibit C**  
**SEMI-ANNUAL DEVELOPMENT REGIONS REPORT FORM**

**Name of Applicant:**

**Contract Year:**

**Semi-Annual Report for the Period of:**

Do not include in-kind in the below information. Matched local cash (Municipality / CRA / CDC) may include cash values of the following: waiving of utilities and water/sewer hookup costs; waiving of city=s occupational license fees; and donation of land, buildings and easements.

Identify the appropriate current status level for each one of the projects in second column below:  
(A) Site Development   (B) Land Acquisition   (C) Rehabilitation/Construction   (D) Completed

Business Name	County Award		City/CRA/CDC Award		Private Funds		Total Amount		Current Project Status (See Above)	# of Current Workers Hired Prior the Project	# of Current Part-time Workers Hired since the Beginning of the Project	# of Current Full-time Workers Hired since the Beginning of the Project
	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total				

**PALM BEACH COUNTY DEVELOPMENT REGIONS  
GRANT AGREEMENT**

**THIS AGREEMENT** is made as of JUN 19 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 WORTH COMMUNITY REDEVELOPMENT AGENCY (CRA)**, a public body corporate and politic, hereinafter referred to as GRANTEE.

**WITNESSETH:**

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

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

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

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

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

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

**I. TERM OF AGREEMENT**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Agreement will commence on June 19, 2007 and expire forty-four (44) calendar months following the Effective Date on February 19, 2011.

**II. MAXIMUM GRANT AMOUNT**

In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of one hundred and forty thousand dollars (\$140,000).

**III. GRANTEE'S PERFORMANCE OBLIGATIONS**

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



B. **Grant Award and Job Requirements.** GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least sixteen (16) full-time or equivalent jobs and one (1) part-time or equivalent job in Palm Beach County within twenty (20) months [February 19, 2009] and maintain same for twenty-four (24) months, or through the forty-fourth (44<sup>th</sup>) month [February 19, 2011], which ever shall occur first. The grant award is **\$8,484.84** per full-time or equivalent job and **\$4242.42** per part-time or equivalent job. The total grant award shall not exceed **\$140,000**. In the event the GRANTEE fails to create and thereafter maintain, all of the aforementioned jobs, GRANTEE shall refund to COUNTY the amount equal to the grant award per job, multiplied by the number of positions not created and maintained. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs created in Palm Beach County. Such evidence must be provided with the final semi-annual report in the format set forth on **Exhibit C**. For the purposes hereof, a full-time or equivalent job equals one job totaling 2080 hours annually or two or more positions that together total at least 2080 hours per year, and a part time or equivalent job equals one job totaling 1040 hours annually or two or more positions that together total at least 1040 hours per year. A job must pay a salary equal to or better than the minimum wage as determined by the Florida Agency for Workforce Innovation. For the purposes of this Agreement, the term salary means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Agency for Workforce Innovation definitions, paid to employees.

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

Kathryn Schmidt, President/CEO  
Workforce Alliance, Inc.  
326 Fern Street, Suite 310  
West Palm Beach, FL 33401  
561-340-1061, Ext. 201  
Fax: 561-340-1062

D. **Verification of Terms and Conditions.** As a further condition to retaining any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 20, 2011, the expiration of the forty-fourth (44<sup>th</sup>) month subsequent to the Effective Date of this Agreement. In the event GRANTEE fails to create and maintain the required jobs, or provide the aforementioned verification within the permitted times, GRANTEE shall refund to COUNTY the portion of the grant award paid by COUNTY to GRANTEE for each job not created, maintained and verified.

E. **Material Change of Circumstances.** GRANTEE shall immediately notify COUNTY of any material change of circumstances at the business(es) identified on **Exhibit A** hereto. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of the business(es) to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of more than 10% of the assets or stock or ownership interest in the business(es), the suspension, closing or cessation of operation of the business(es), voluntary or involuntary bankruptcy or an assignment for the benefit of such business(es) creditors. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Agreement,

whereupon COUNTY shall have no further obligation to GRANTEE under this Agreement. Any Agreement entered into between GRANTEE and such business(es) shall require such business(es) to immediately notify GRANTEE and COUNTY of a material change of circumstances and shall inform such business(es) of the potential for termination of funding in the event of a material change of circumstances. GRANTEE shall use reasonable diligence to monitor the business(es) to insure that no material change of circumstances occur at such business(es) which COUNTY is not informed of and shall certify to COUNTY the absence of same at the time of any requests for payment hereunder.

- F. **Budget Changes.** Project budget changes in **Exhibit A** of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Economic Development Director at his/her discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the GRANTEE to the Economic Development Director.

#### IV. PAYMENT PROCEDURES, CONDITIONS

- A. **Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award of **\$140,000** (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on **Exhibit A**, for the eligible types of expenditures which are identified on **Exhibit B** to this Agreement, which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:
1. incurred on or after June 19, 2007; and
  2. incurred not more than eighteen (18) calendar months [ending December 19, 2008] subsequent to the Effective Date of this Agreement;
- B. **Proper Documentation of Expenses.** Requests for payment of Eligible Expenses incurred after the Effective Date of this Agreement shall be submitted to COUNTY, and shall be accompanied by proper documentation as determined by County in its sole discretion. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. In the case of invoices that have not first been paid by GRANTEE, GRANTEE shall certify to the COUNTY that each invoice presented for payment relates directly to work satisfactorily completed in accordance with this Agreement.
- C. **Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the twentieth (20) calendar month [February 19, 2009]. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.
- D. **Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.
- E. **Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Agreement. The GRANTEE

shall also be liable for reimbursing the COUNTY for any lost or stolen funds.

- F. **Termination of Agreement.** Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs created and maintained and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County, within ninety (90) days of the COUNTY's demand therefor.
- G. **Remedy and Rights.** Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY or preventing COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the GRANTEE fails to comply with the terms of this Agreement.

## V. COUNTY'S DEFAULT

- A. **Nature of Default Notice.** In the event that the COUNTY fails to comply with the terms of this Agreement, then GRANTEE shall provide the COUNTY with notice detailing the nature of the default, whereupon COUNTY shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.
- B. **Fail to Cure Default.** In the event that the COUNTY fails to cure the default, GRANTEE shall have the right to terminate this Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

## VI. REPORTING REQUIREMENTS

GRANTEE shall submit to COUNTY semi-annual reports satisfactory to COUNTY in its sole discretion in the format set forth on **Exhibit C**, attached hereto and incorporated herein by reference. These reports shall be submitted no later than thirty (30) days following completion of each reporting period.

<b><u>Reporting Period</u></b>	<b><u>Due Date</u></b>
1 (July - December '07)	Thursday, January 31, 2008
2 (January - June '08)	Thursday, July 31, 2008
3 (July - December '08)	Friday, January 30, 2009
4 (January - June '09)	Friday, July 31, 2009
5 (July - December '09)	Friday, January 29, 2010
6 (January - June '10)	Friday, July 30, 2010
7 (July - December '10)	Monday, January 31, 2011
8 (January - June '11)	Friday, July 29, 2011

All grant payments made pursuant to this Agreement shall be contingent on the receipt and approval of the semi-annual reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Agreement and demand a refund of all or a portion of the Grant Award.

## VII. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the COUNTY Internal Auditor, at any time the COUNTY deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

## VIII. PERFORMANCE

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any of the COUNTY'S other rights or remedies, relieve the COUNTY of any obligation under this Agreement.

## IX. EXCUSABLE DELAYS

The GRANTEE 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 GRANTEE 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 embargos, and abnormally severe and unusual weather conditions.

## X. INDEMNIFICATION

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, its 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 and as a result of GRANTEE's performance of the terms of this Agreement or due to the acts or omissions of GRANTEE.

## XI. GRANTEE INSURANCE REQUIREMENTS

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

- A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits as set forth by the Florida Legislature.
- B. **Liability & Additional Insured.** In the event GRANTEE maintains Commercial General Liability or Business Auto Liability, GRANTEE agrees to maintain said insurance policies at limits not less than \$500,000 per occurrence. GRANTEE further agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY's negligence arising out of this Agreement. **This paragraph does not apply to an indemnity based claims-bill general liability policy.**
- C. **Worker's Compensation & Employer's Liability.** GRANTEE agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.
- D. **Statement or Certificate of Insurance.** GRANTEE agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of Palm Beach County, Economic Development Office, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL

- E. County Reserves the Right.** 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 self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of its poor financial condition or failure to operate legally.

## **XII AVAILABILITY OF FUNDS**

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

## **XIII REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the 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.

## **XIV NONDISCRIMINATION**

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **XV. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **XVI ENTIRE AGREEMENT**

The COUNTY and the GRANTEE 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.

## **XVII CONSTRUCTION**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

## **XVIII. SURVIVAL**

The parties' warranties, agreements, covenants and representations set forth in this

Agreement shall survive the expiration or termination of this Agreement.

#### **XIX. ASSIGNMENT**

GRANTEE may not assign this Agreement or any interest herein without the prior written consent of COUNTY, which may be granted or withheld at COUNTY's sole and absolute discretion.

#### **XX. GOVERNING LAW & VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

#### **XXI. BINDING EFFECT**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

#### **XXII. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

#### **XXIII. WAIVER**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **XXIV. CRIMINAL HISTORY RECORDS CHECK**

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The GRANTEE 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 GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

#### **XXV. REGULATIONS; LICENSING**

The GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion.

CONSULTANT 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.

#### **XXVI. NOTICE**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal

delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Kevin Johns  
Economic Development Director  
Economic Development Office, 10th Floor  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-3624  
Fax: 561-355-6017

with a copy to:

Dawn Wynn, Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-2225  
Fax: 561-355-6461

and if sent to the GRANTEE shall be mailed to:

Rachel Bach, AICP, Executive Director  
Lake Worth Community Redevelopment Agency  
8 South J Street, Suite 7  
Lake Worth, Florida 33460  
561-493-2550  
Fax: 561-493-2549  
rbach@lakeworth.org

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

(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 the GRANTEE has hereunto set its hand the day and year above written.

R2007 1022

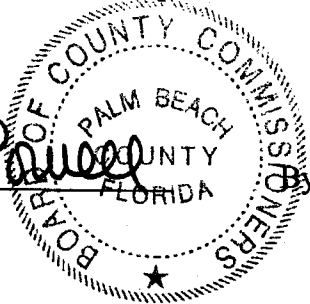
JUN 19 2007

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

By: *Sharon R. Bock*  
Deputy Clerk



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

ATTEST:

LAKE WORTH COMMUNITY  
REDEVELOPMENT AGENCY:

By: *Michael Bach*  
Title: Executive Director

By: *[Signature]*  
Chair

APPROVED AS TO TERMS  
AND CONDITIONS

By: *[Signature]*  
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *[Signature]*  
County Attorney

☐ FILENAME \p H:\WPDATA\DR11-2007\Contracts\Lake Worth CRA.doc☐



**Exhibit A**

**BUSINESS/PUBLIC IMPROVEMENT PROJECT  
AND  
PROJECT DESCRIPTION**

**Project Name #1:**     **10th Avenue Development, LLC**

**Description:**       Palm Plaza will be a two story, Class A office building totaling 20,000 sq. ft. with units ranging in size from 1000 to 5,000 sq. ft. The project was identified by the CRA as a catalyst to attract small professional service businesses and encourage similar assemblages and redevelopment projects. As part of the comprehensive strategy, the City/CRA recently rezoned these districts to an office/mixed use category called Gateways-MU (Mixed Use) and is investing over \$14 million in roadways, beautification and infrastructure. County funds will be used for constructing the new building.

**Location:**            Southside of 10th Avenue between North A Street and North B Street.

**Performance Goal:**   Full-time or equivalent jobs to be created:   **5**  
Full-time or equivalent jobs existing at time of contract:   **0**

<b>Funding Sources:</b>	Palm Beach County	\$	50,000
	City/CRA	\$	40,000
	Business Project	\$	<u>3,602,500</u>
	<b>Total Project Cost</b>	<b>\$</b>	<b>3,692,500</b>

**Contact:**            Gerry Doster, CFO  
SNF Management  
P.O. Box 445  
Somers, New York 10589  
(212) 319-0510  
Fax: (212) 750-1324  
gdoster@snfmanagement.com

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**Project Name #2:**     **Lake Worth Playhouse, Inc.**

**Description:**       The Lake Worth Playhouse located in the City of Lake Worth's historic downtown is the oldest art deco theatre in Palm Beach County. The Playhouse has embarked on a renovation and expansion program to reach a wider more diverse audience with the addition of the Emerging Cinemas Program, concert series and other special programming geared toward a younger and more culturally diverse population. County funds will be used to purchase theatrical and projection equipment.

**Location:**            709-713 Lake Avenue, Lake Worth, Florida 33460

**Performance Goal:**   Full-time or equivalent jobs to be created:   **5**  
Full-time or equivalent jobs existing at time of contract:   **5**

<b>Funding Sources:</b>	Palm Beach County	\$	50,000
	City/CRA	\$	25,000
	Business Project	\$	<u>110,755</u>
	<b>Total Project Cost</b>	<b>\$</b>	<b>185,755</b>

**Contact:**            Diane Freaney, Board Chair  
Lake Worth Playhouse, Inc.  
713 Lake Avenue

Lake Worth, FL 33460  
561-586-6169, x217  
Fax: 561-586-8832  
diane@lakeworthplayhouse.org

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**Project Name #3:**     **The White Apron, Inc. d/b/a**  
                          **White Apron Gourmet Market and Take Away Foods**

**Description:**       Business has been in operation as a catering facility since 1990. Owner is relocating and expanding to include retail sales of prepared foods and related items. Catering services will continue as a secondary activity at the new location. Project will include demolition of the old lot which served as a used sales car lot, new construction of a 3500 sq. ft. retail facility, parking lot and landscaping of entire site including FDOT right of way. County funds will assist in the construction activities.

**Location:**           1710 N. Dixie Highway, Lake Worth, Florida 33460

**Performance Goal:** Full-time or equivalent jobs to be created: 6  
                          Part-time or equivalent jobs to be created: 1  
                          Full-time or equivalent jobs existing at time of contract: 4

<b>Funding Sources:</b>	Palm Beach County	\$ 40,000
	City/CRA	\$ 20,000
	Business Project	<u>\$874,000</u>
	<b>Total Project Cost</b>	<b>\$934,000</b>

**Contact:**           D. Charles Crawford, Jr., President/Owner  
                          The White Apron, Inc.  
                          1253 Old Okeechobee Road, #B-8  
                          West Palm Beach, Florida 33401  
                          561-832-7175  
                          Fax: 561-659-6434  
                          charlie@whiteapron.org

## **Exhibit B**

### **LIST OF ELIGIBLE EXPENSES**

1. Acquisition of real property.
2. Expansion of existing property.
3. Providing payment of impact fees.
4. Public Improvements.  
(Includes Facade Programs)
5. Construction of new buildings.
6. Renovation of existing buildings.
7. Site development.
8. Machinery & Equipment

**Exhibit C**  
**SEMI-ANNUAL DEVELOPMENT REGIONS REPORT FORM**

**Name of Applicant:**

**Contract Year:**

**Semi-Annual Report for the Period of:**

Do not include in-kind in the below information. Matched local cash (Municipality / CRA / CDC) may include cash values of the following: waiving of utilities and water/sewer hookup costs; waiving of city's occupational license fees; and donation of land, buildings and easements.

Identify the appropriate current status level for each one of the projects in second column below:  
(A) Site Development   (B) Land Acquisition   (C) Rehabilitation/Construction   (D) Completed

Business Name	County Award		City/CRA/CDC Award		Private Funds		Total Amount		Current Project Status (See Above)	# of Current Workers Hired Prior the Project	# of Current Part- time Workers Hired since the Beginning of the Project	# of Current Full- time Workers Hired since the Beginning of the Project
	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total				

**PALM BEACH COUNTY DEVELOPMENT REGIONS  
GRANT AGREEMENT**

**THIS AGREEMENT** is made as of JUN 19 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 CITY OF RIVIERA BEACH, a public body corporate and politic, hereinafter referred to as GRANTEE.

**WITNESSETH:**

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

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

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

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

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

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

**I. TERM OF AGREEMENT**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Agreement will commence on June 19, 2007 and expire forty-four (44) calendar months following the Effective Date on February 19, 2011.

**II. MAXIMUM GRANT AMOUNT**

In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of one hundred and twenty-four thousand dollars (\$124,000).

**III. GRANTEE'S PERFORMANCE OBLIGATIONS**

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

B. **Grant Award and Job Requirements.** GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least **eight (8) full-time or equivalent jobs** and the retention of at least **twenty-nine (29) full-time or equivalent jobs** in Palm Beach County within twenty (20) months [February 19, 2009] and maintain same for twenty-four (24) months, or through the forty-fourth (44<sup>th</sup>) month [February 19, 2011], which ever shall occur first. The grant award is **\$3,351.35** per full-time or equivalent job. The total grant award shall not exceed **\$124,000**. In the event the GRANTEE fails to create/retain and thereafter maintain, all of the aforementioned jobs, GRANTEE shall refund to COUNTY the amount equal to the grant award per job, multiplied by the number of positions not created, retained and maintained. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs created and retained in Palm Beach County. Such evidence must be provided with the final semi-annual report in the format set forth on **Exhibit C**. For the purposes hereof, a full-time or equivalent job equals one job totaling 2080 hours annually or two or more positions that together total at least 2080 hours per year, and a part time or equivalent job equals one job totaling 1040 hours annually or two or more positions that together total at least 1040 hours per year. A job must pay a salary equal to or better than the minimum wage as determined by the Florida Agency for Workforce Innovation. For the purposes of this Agreement, the term salary means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Agency for Workforce Innovation definitions, paid to employees.

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

Kathryn Schmidt, President/CEO  
Workforce Alliance, Inc.  
326 Fern Street, Suite 310  
West Palm Beach, FL 33401  
561-340-1061, Ext. 201  
Fax: 561-340-1062

D. **Verification of Terms and Conditions.** As a further condition to retaining any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 20, 2011, the expiration of the forty-fourth (44<sup>th</sup>) month subsequent to the Effective Date of this Agreement. In the event GRANTEE fails to create, retain and maintain the required jobs, or provide the aforementioned verification within the permitted times, GRANTEE shall refund to COUNTY the portion of the grant award paid by COUNTY to GRANTEE for each job not created, retained, maintained and verified.

E. **Material Change of Circumstances.** GRANTEE shall immediately notify COUNTY of any material change of circumstances at the business(es) identified on **Exhibit A** hereto. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of the business(es) to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of more than 10% of the assets or stock or ownership interest in the business(es), the suspension, closing or cessation of operation of the business(es), voluntary or involuntary bankruptcy or an assignment for the benefit of such business(es) creditors. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Agreement,

whereupon COUNTY shall have no further obligation to GRANTEE under this Agreement. Any Agreement entered into between GRANTEE and such business(es) shall require such business(es) to immediately notify GRANTEE and COUNTY of a material change of circumstances and shall inform such business(es) of the potential for termination of funding in the event of a material change of circumstances. GRANTEE shall use reasonable diligence to monitor the business(es) to insure that no material change of circumstances occur at such business(es) which COUNTY is not informed of and shall certify to COUNTY the absence of same at the time of any requests for payment hereunder.

- F. **Budget Changes.** Project budget changes in **Exhibit A** of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Economic Development Director at his/her discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the GRANTEE to the Economic Development Director.

#### IV. PAYMENT PROCEDURES, CONDITIONS

- A. **Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award of **\$124,000** the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on **Exhibit A**, for the eligible types of expenditures which are identified on **Exhibit B** to this Agreement, which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:
1. incurred on or after June 19, 2007; and
  2. incurred not more than eighteen (18) calendar months [ending December 19, 2008] subsequent to the Effective Date of this Agreement;
- B. **Proper Documentation of Expenses.** Requests for payment of Eligible Expenses incurred after the Effective Date of this Agreement shall be submitted to COUNTY, and shall be accompanied by proper documentation as determined by County in its sole discretion. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. In the case of invoices that have not first been paid by GRANTEE, GRANTEE shall certify to the COUNTY that each invoice presented for payment relates directly to work satisfactorily completed in accordance with this Agreement.
- C. **Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the twentieth (20) calendar month [February 19, 2009]. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.
- D. **Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.
- E. **Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Agreement. The GRANTEE

shall also be liable for reimbursing the COUNTY for any lost or stolen funds.

- F. **Termination of Agreement.** Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs created/retained and maintained and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County, within ninety (90) days of the COUNTY's demand therefor.
- G. **Remedy and Rights.** Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY or preventing COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the GRANTEE fails to comply with the terms of this Agreement.

## V. COUNTY'S DEFAULT

- A. **Nature of Default Notice.** In the event that the COUNTY fails to comply with the terms of this Agreement, then GRANTEE shall provide the COUNTY with notice detailing the nature of the default, whereupon COUNTY shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.
- B. **Fail to Cure Default.** In the event that the COUNTY fails to cure the default, GRANTEE shall have the right to terminate this Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

## VI. REPORTING REQUIREMENTS

GRANTEE shall submit to COUNTY semi-annual reports satisfactory to COUNTY in its sole discretion in the format set forth on **Exhibit C**, attached hereto and incorporated herein by reference. These reports shall be submitted no later than thirty (30) days following completion of each reporting period.

<b><u>Reporting Period</u></b>	<b><u>Due Date</u></b>
1 (July - December '07)	Thursday, January 31, 2008
2 (January - June '08)	Thursday, July 31, 2008
3 (July - December '08)	Friday, January 30, 2009
4 (January - June '09)	Friday, July 31, 2009
5 (July - December '09)	Friday, January 29, 2010
6 (January - June '10)	Friday, July 30, 2010
7 (July - December '10)	Monday, January 31, 2011
8 (January - June '11)	Friday, July 29, 2011

All grant payments made pursuant to this Agreement shall be contingent on the receipt and approval of the semi-annual reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Agreement and demand a refund of all or a portion of the Grant Award.

## VII. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the COUNTY Internal Auditor, at any time the COUNTY deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.



## VIII. PERFORMANCE

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any of the COUNTY'S other rights or remedies, relieve the COUNTY of any obligation under this Agreement.

## IX. EXCUSABLE DELAYS

The GRANTEE 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 GRANTEE 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 embargos, and abnormally severe and unusual weather conditions.

## X. INDEMNIFICATION

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, its 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 and as a result of GRANTEE's performance of the terms of this Agreement or due to the acts or omissions of GRANTEE.

## XI. GRANTEE INSURANCE REQUIREMENTS

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

- A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits as set forth by the Florida Legislature.
- B. **Liability & Additional Insured.** In the event GRANTEE maintains Commercial General Liability or Business Auto Liability, GRANTEE agrees to maintain said insurance policies at limits not less than \$500,000 per occurrence. GRANTEE further agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY's negligence arising out of this Agreement. **This paragraph does not apply to an indemnity based claims-bill general liability policy.**
- C. **Worker's Compensation & Employer's Liability.** GRANTEE agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.
- D. **Statement or Certificate of Insurance.** GRANTEE agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of Palm Beach County, Economic Development Office, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL

- E. **County Reserves the Right.** 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 self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of its poor financial condition or failure to operate legally.

## **XII AVAILABILITY OF FUNDS**

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

## **XIII REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the 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.

## **XIV NONDISCRIMINATION**

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **XV. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **XVI ENTIRE AGREEMENT**

The COUNTY and the GRANTEE 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.

## **XVII CONSTRUCTION**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

## **XVIII. SURVIVAL**

The parties' warranties, agreements, covenants and representations set forth in this

Agreement shall survive the expiration or termination of this Agreement.

#### **XIX. ASSIGNMENT**

GRANTEE may not assign this Agreement or any interest herein without the prior written consent of COUNTY, which may be granted or withheld at COUNTY's sole and absolute discretion.

#### **XX. GOVERNING LAW & VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

#### **XXI. BINDING EFFECT**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

#### **XXII. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

#### **XXIII. WAIVER**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **XXIV. CRIMINAL HISTORY RECORDS CHECK**

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The GRANTEE 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 GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

#### **XXV. REGULATIONS; LICENSING**

The GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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.

#### **XXVI. NOTICE**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal

delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Kevin Johns  
Economic Development Director  
Economic Development Office, 10th Floor  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-3624  
Fax: 561-355-6017

with a copy to:

Dawn Wynn, Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-2225  
Fax: 561-355-6461

and if sent to the GRANTEE shall be mailed to:

William E. Wilkins, City Manager  
City of Riviera Beach  
600 W. Blue Heron Boulevard  
Riviera Beach, Florida 33404  
561-845-4010  
Fax: 561-840-3353  
Email: [wwilkin@rivierabch.com](mailto:wwilkin@rivierabch.com)

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

(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 the GRANTEE has hereunto set its hand the day and year above written.

R2007 1024

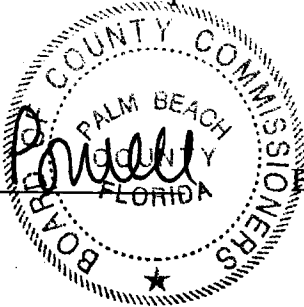
JUN 19 2007

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

By: [Signature]  
Deputy Clerk



By: [Signature]  
Addie L. Greene, Chairperson

ATTEST:

CITY OF RIVIERA BEACH, FLORIDA  
BY ITS BOARD OF COMMISSIONERS:

By: [Signature]  
Title: Clerk

By: [Signature]  
Mayor

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

REVIEWED FOR LEGAL SUFFICIENCY  
[Signature] FOR  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 4/25/2007

□ FILENAME \p H:\WPDATA\DR11-2007\Contracts\Riviera Beach.doc□

Exhibit A

**BUSINESS/PUBLIC IMPROVEMENT PROJECT  
AND  
PROJECT DESCRIPTION**

**Project Name #1:** Earl L. Pleasant Custom Ceramic Tile

**Description:** Business owner has 36 years experience in the custom tile business. As a licensed tile contractor, he will expand his business into retail tile. The owner will construct a 3,545 sq. ft. building with 4 units to be leased for the tile retail business, a restaurant, hair salon & office space. County funds will be used for constructing the new building.

**Location:** West 27th Street & Old Dixie Highway, Riviera Beach, Florida 33404

**Performance Goal:** Full-time or equivalent jobs to be created: 3  
Full-time or equivalent jobs existing at time of contract: 1

**Funding Sources:**

Palm Beach County	\$ 30,000
City/CRA	\$ 15,000
Business Project	<u>\$394,000</u>
<b>Total Project Cost</b>	<b>\$439,000</b>

**Contact:** Earl L. Pleasant, Owner  
1172 West 37th Street  
Riviera Beach, Florida 33404  
561-845-1921  
Fax: 561-845-1921 cell: 308-3328  
fbillfea@yahoo.com  
owns land \$175,000-\$300,000

**Project Name #2:** Fannie Mae Tots, Inc.

**Description:** Business has successfully operated as a daycare center for 6 years. It is expanding its services to include the entire family. The owners recently purchased a new 1,770 sq. ft. facility across from a neighborhood park. A vacant lot is located adjacent to the new site and the owners are in the initial negotiation. The purchase of the new property will increase their capacity service by 73%, to serve 90 children instead of the current 52. Courses provided at the centers will include entrepreneurship, leadership, financial literacy, foreign language (Chinese) and technology. Additional services include drop off & pick up for clients. County funds will be used for technology and playground equipment.

**Location:** 1651 W. 29th Street, Riviera Beach, Florida 33404

**Performance Goal:** Full-time or equivalent jobs to be created: 5  
Full-time or equivalent jobs existing at time of contract: 0

**Funding Sources:**

Palm Beach County	\$ 50,000
City/CRA	\$ 25,000
Business Project	<u>\$390,198</u>
<b>Total Project Cost</b>	<b>\$465,198</b>

**Contact:** Lewis or Denise Wright, Owners/Directors  
Fannie Mae Tots, Inc.  
2008 Little Torch Street  
Riviera Beach, Florida 33404

561-842-4288  
Fax: 561-842-4288  
Email: fanniemaetots@aol.com

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**Project Name #3:** E-Z Weld, Inc.

**Description:** The Business manufactures solvent cements and related products for joining PVC and CPVC piping. The products have been manufactured continuously on this site since 1972. The new owners recently purchased the company December 2006. The function performed at the 36,000 sq. ft. facility constitutes the range of processes to produce solvent cements: storage of raw material, mixing of solvents, filling of containers and labeling of products. The facility produces approximately 625,000 gallons of products per year. County funds are requested for equipment needed to improve productivity by doubling capacity, signage, new flooring in control lab and re-painting of storage tanks.

**Location:** 1661 Old Dixie Highway, Riviera Beach, FL 33404

**Performance Goal:** Full-time or equivalent jobs to be created: 0  
Full-time or equivalent jobs to be retained at time of contract: 29

<b>Funding Sources:</b>	Palm Beach County	\$ 44,000
	City/CRA	\$ 22,000
	Business Project	<u>\$ 80,000</u>
	<b>Total Project Cost</b>	<b>\$146.000</b>

**Contact:** David B. Zerfoss, President  
1661 Old Dixie Highway  
Riviera Beach, Florida 33404  
561-844-0241  
Fax: 561-848-8958  
Email: dzerfoss@e-zweld.com

## **Exhibit B**

### **LIST OF ELIGIBLE EXPENSES**

1. Acquisition of real property.
2. Expansion of existing property.
3. Providing payment of impact fees.
4. Public Improvements.  
(Includes Facade Programs)
5. Construction of new buildings.
6. Renovation of existing buildings.
7. Site development.
8. Machinery & Equipment



**Exhibit C**  
**SEMI-ANNUAL DEVELOPMENT REGIONS REPORT FORM**

**Name of Applicant:**

**Contract Year:**

**Semi-Annual Report for the Period of:**

Do not include in-kind in the below information. Matched local cash (Municipality / CRA / CDC) may include cash values of the following: waiving of utilities and water/sewer hookup costs; waiving of city's occupational license fees; and donation of land, buildings and easements.

Identify the appropriate current status level for each one of the projects in second column below:  
(A) Site Development   (B) Land Acquisition   (C) Rehabilitation/Construction   (D) Completed

Business Name	County Award		City/CRA/CDC Award		Private Funds		Total Amount		Current Project Status (See Above)	# of Current Workers Hired Prior the Project	# of Current Part-time Workers Hired since the Beginning of the Project	# of Current Full-time Workers Hired since the Beginning of the Project
	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total				

**PALM BEACH COUNTY DEVELOPMENT REGIONS  
GRANT AGREEMENT**

**THIS AGREEMENT** is made as of JUN 19 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 **WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)**, a public body corporate and politic, hereinafter referred to as GRANTEE.

**WITNESSETH:**

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

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

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

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

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

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

**I. TERM OF AGREEMENT**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Agreement will commence on June 19, 2007 and expire forty-four (44) calendar months following the Effective Date on February 19, 2011.

**II. MAXIMUM GRANT AMOUNT**

In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of **one hundred and twenty thousand dollars (\$120,000)**.

**III. GRANTEE'S PERFORMANCE OBLIGATIONS**

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

B. **Grant Award and Job Requirements.** GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least nineteen (19) full-time or equivalent jobs in Palm Beach County within twenty (20) months [February 19, 2009] and maintain same for twenty-four (24) months, or through the forty-fourth (44<sup>th</sup>) month [February 19, 2011], which ever shall occur first. The grant award is **\$6,315.78** per full-time or equivalent job. The total grant award shall not exceed **\$120,000**. In the event the GRANTEE fails to create and thereafter maintain, all of the aforementioned jobs, GRANTEE shall refund to COUNTY the amount equal to the grant award per job, multiplied by the number of positions not created and maintained. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs created in Palm Beach County. Such evidence must be provided with the final semi-annual report in the format set forth on **Exhibit C**. For the purposes hereof, a full-time or equivalent job equals one job totaling 2080 hours annually or two or more positions that together total at least 2080 hours per year, and a part time or equivalent job equals one job totaling 1040 hours annually or two or more positions that together total at least 1040 hours per year. A job must pay a salary equal to or better than the minimum wage as determined by the Florida Agency for Workforce Innovation. For the purposes of this Agreement, the term salary means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Agency for Workforce Innovation definitions, paid to employees.

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

Kathryn Schmidt, President/CEO  
Workforce Alliance, Inc.  
326 Fern Street, Suite 310  
West Palm Beach, FL 33401  
561-340-1061, Ext. 201  
Fax: 561-340-1062

D. **Verification of Terms and Conditions.** As a further condition to retaining any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than February 20, 2011, the expiration of the forty-fourth (44<sup>th</sup>) month subsequent to the Effective Date of this Agreement. In the event GRANTEE fails to create and maintain the required jobs, or provide the aforementioned verification within the permitted times, GRANTEE shall refund to COUNTY the portion of the grant award paid by COUNTY to GRANTEE for each job not created, maintained and verified.

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

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

- F. **Budget Changes.** Project budget changes in **Exhibit A** of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Economic Development Director at his/her discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the GRANTEE to the Economic Development Director.

#### IV. PAYMENT PROCEDURES, CONDITIONS

- A. **Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award of **\$120,000** (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on **Exhibit A**, for the eligible types of expenditures which are identified on **Exhibit B** to this Agreement, which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:
1. incurred on or after June 19, 2007; and
  2. incurred not more than eighteen (18) calendar months [ending December 19, 2008] subsequent to the Effective Date of this Agreement;
- B. **Proper Documentation of Expenses.** Requests for payment of Eligible Expenses incurred after the Effective Date of this Agreement shall be submitted to COUNTY, and shall be accompanied by proper documentation as determined by County in its sole discretion. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. In the case of invoices that have not first been paid by GRANTEE, GRANTEE shall certify to the COUNTY that each invoice presented for payment relates directly to work satisfactorily completed in accordance with this Agreement.
- C. **Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the twentieth (20) calendar month [February 19, 2009]. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.
- D. **Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.
- E. **Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Agreement. The GRANTEE shall also be liable for reimbursing the COUNTY for any lost or stolen funds.

- F. **Termination of Agreement.** Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs created and maintained and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County, within ninety (90) days of the COUNTY's demand therefor.
- G. **Remedy and Rights.** Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY or preventing COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the GRANTEE fails to comply with the terms of this Agreement.

## V. COUNTY'S DEFAULT

- A. **Nature of Default Notice.** In the event that the COUNTY fails to comply with the terms of this Agreement, then GRANTEE shall provide the COUNTY with notice detailing the nature of the default, whereupon COUNTY shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.
- B. **Fail to Cure Default.** In the event that the COUNTY fails to cure the default, GRANTEE shall have the right to terminate this Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

## VI. REPORTING REQUIREMENTS

GRANTEE shall submit to COUNTY semi-annual reports satisfactory to COUNTY in its sole discretion in the format set forth on **Exhibit C**, attached hereto and incorporated herein by reference. These reports shall be submitted no later than thirty (30) days following completion of each reporting period.

<b><u>Reporting Period</u></b>	<b><u>Due Date</u></b>
1 (July - December '07)	Thursday, January 31, 2008
2 (January - June '08)	Thursday, July 31, 2008
3 (July - December '08)	Friday, January 30, 2009
4 (January - June '09)	Friday, July 31, 2009
5 (July - December '09)	Friday, January 29, 2010
6 (January - June '10)	Friday, July 30, 2010
7 (July - December '10)	Monday, January 31, 2011
8 (January - June '11)	Friday, July 29, 2011

All grant payments made pursuant to this Agreement shall be contingent on the receipt and approval of the semi-annual reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Agreement and demand a refund of all or a portion of the Grant Award.

## VII. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the COUNTY Internal Auditor, at any time the COUNTY deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

## VIII. PERFORMANCE

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any of the COUNTY'S other rights or remedies, relieve the COUNTY of any obligation under this Agreement.

## IX. EXCUSABLE DELAYS

The GRANTEE 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 GRANTEE 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 embargos, and abnormally severe and unusual weather conditions.

## X. INDEMNIFICATION

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, its 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 and as a result of GRANTEE's performance of the terms of this Agreement or due to the acts or omissions of GRANTEE.

## XI. GRANTEE INSURANCE REQUIREMENTS

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

- A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of **\$100,000 Per Person** and **\$200,000 Per Occurrence**; or such monetary waiver limits as set forth by the Florida Legislature.
- B. **Liability & Additional Insured.** In the event GRANTEE maintains Commercial General Liability or Business Auto Liability, GRANTEE agrees to maintain said insurance policies at limits not less than **\$500,000 per occurrence**. GRANTEE further agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY's negligence arising out of this Agreement. **This paragraph does not apply to an indemnity based claims-bill general liability policy.**
- C. **Worker's Compensation & Employer's Liability.** GRANTEE agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.
- D. **Statement or Certificate of Insurance.** GRANTEE agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of Palm Beach County, Economic Development Office, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL

- E. **County Reserves the Right.** 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 self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of its poor financial condition or failure to operate legally.

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

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The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

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If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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## **XVII CONSTRUCTION**

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This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

#### **XXI. BINDING EFFECT**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

#### **XXII. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

#### **XXIII. WAIVER**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **XXIV. CRIMINAL HISTORY RECORDS CHECK**

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The GRANTEE 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 GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

#### **XXV. REGULATIONS; LICENSING**

The GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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.

#### **XXVI. NOTICE**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal



delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Kevin Johns  
Economic Development Director  
Economic Development Office, 10th Floor  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-3624  
Fax: 561-355-6017

with a copy to:

Dawn Wynn, Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-2225  
Fax: 561-355-6461

and if sent to the GRANTEE shall be mailed to:

Kim Briesemeister, Executive Director  
West Palm Beach CRA  
P.O. Box 3366  
West Palm Beach, Florida 33402  
561-822-1450  
Fax: 561-822-1460  
kbriesemeister@wpb.org

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

(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 the GRANTEE has hereunto set its hand the day and year above written.

R2007 1025

JUN 19 2007

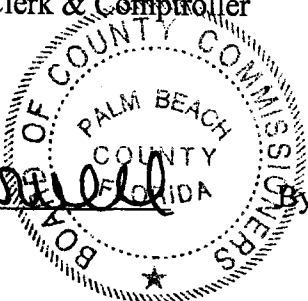
ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

By:

Sharon R. Bock  
Deputy Clerk



By:

Addie L. Greene  
Addie L. Greene, Chairperson

ATTEST:

WEST PALM BEACH COMMUNITY  
REDEVELOPMENT AGENCY:

By:

[Signature]  
Title:

By:

[Signature]  
Chair

APPROVED AS TO TERMS  
AND CONDITIONS

CRA ATTORNEY  
Approved as to form  
and legal sufficiency

By: [Signature]  
Date: 5/7/07

By:

[Signature]  
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:

[Signature]  
County Attorney

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**Exhibit A**

**BUSINESS/PUBLIC IMPROVEMENT PROJECT  
AND  
PROJECT DESCRIPTION**

**Project Name #1:** 2915 East Tamarind, LLC

**Description:** The business was established in June 2006 as a property management company for the purpose of providing reasonable industrial lease space to other small businesses. Owners purchased a 1,950 sq. ft. building with a small office and 3 bays in Aug. 2007. The small office will be demolished and replaced with a larger office of 4 office suites and the 3 bays will be renovated. County funds will assist with interior/exterior renovations.

**Location:** 2915 East Tamarind Avenue, West Palm Beach, Florida 33401

**Performance Goal:** Full-time or equivalent jobs to be created: 5  
Full-time or equivalent jobs existing at time of contract: 0

**Funding Sources:**

Palm Beach County	\$ 50,000
City/CRA	\$ 25,000
Business Project	<u>\$621,466</u>
<b>Total Project Cost</b>	<b>\$696,466</b>

**Contact:** Ezra G. Saffold, Owner/Manager  
101 East Blue Heron Boulevard, Suite 201  
Riviera Beach, Florida 33404  
561-848-1110  
Fax: 561-848-1132  
Email: esaffold@bellsouth.net

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**Project Name #2:** Absolute Plumbing, LLC - Leasing from KB Holdings, LLC

**Description:** Business is a full service plumbing /drainage company providing product and services from underground plumbing and drainage work to the installation and repair of interior fixtures. Work performed includes general plumbing, underground, exfiltration, natural & liquid propane gas piping, and most recently a generator division and a kitchen/bathroom product line. Owner began the existing business in 1999 and purchased a building totaling \$1,150,000 in June 2006. Property includes 10,905 square feet of industrial land area and a 10,800 sq. ft. warehouse building built in 1924. County funds will assist with interior renovations, adding a showroom, A/C, exterior facade improvements, security system and other related costs.

**Location:** 917 N. Railroad Avenue, West Palm Beach, Florida 33401

**Performance Goal:** Full-time or equivalent jobs to be created: 12  
Full-time or equivalent jobs existing at time of contract: 21

**Funding Sources:**

Palm Beach County	\$ 50,000
City/CRA	\$ 25,000
Business Project	<u>\$180,000</u>
<b>Total Project Cost</b>	<b>\$255,000</b>

**Contact:** Ed Heller, General Manager  
Absolute Plumbing LLC  
917 N. Railroad Avenue  
West Palm Beach, Florida 33404  
561-841-8220, Fax: 561-841-8491  
Email: absolutesewer1@bellsouth.net

**Project Name #3:**     **Gardenhouse, LLC**

**Description:**        The business, established July 2006, will specialize in retail sale of stylish, eclectic, and affordable home furnishings and accessories. The owner, nationally known for her commercial and fine art photography, will apply her talent to home furnishings in an indoor/outdoor theme. Quarterly educational workshops will be held at the store. Owners purchased a building consisting of 1,175 sq. ft. totaling \$240,000. County funds will assist with a pergola, roof deck, and gutters for the exterior improvements.

**Location:**            437 Northwood Road, West Palm Beach, Florida 33407

**Performance Goal:** Full-time or equivalent jobs to be created: 2  
Full-time or equivalent jobs existing at time of contract: 0

<b>Funding Sources:</b>	Palm Beach County	\$ 20,000
	City/CRA	\$ 70,985 grant/loan
	Business Project	<u>\$367,560</u>
	<b>Total Project Cost</b>	<b>\$458,545</b>

**Contact:**            Cheryl L. Maeder, Owner/Manager  
                 Gardenhouse, LLC  
                 437 Northwood Road  
                 West Palm Beach, Florida 33407  
                 561- 832-8260, 561-832-5373  
                 Fax: 561-832-8262  
                 Email: maeder@best.com

## **Exhibit B**

### **LIST OF ELIGIBLE EXPENSES**

1. Acquisition of real property.
2. Expansion of existing property.
3. Providing payment of impact fees.
4. Public Improvements.  
(Includes Facade Programs)
5. Construction of new buildings.
6. Renovation of existing buildings.
7. Site development.
8. Machinery & Equipment

**Exhibit C**  
**SEMI-ANNUAL DEVELOPMENT REGIONS REPORT FORM**

**Name of Applicant:**

**Contract Year:**

**Semi-Annual Report for the Period of:**

Do not include in-kind in the below information. Matched local cash (Municipality / CRA / CDC) may include cash values of the following: waiving of utilities and water/sewer hookup costs; waiving of city's occupational license fees; and donation of land, buildings and easements.

Identify the appropriate current status level for each one of the projects in second column below:  
(A) Site Development (B) Land Acquisition (C) Rehabilitation/Construction (D) Completed

Business Name	County Award		City/CRA/CDC Award		Private Funds		Total Amount		Current Project Status (See Above)	# of Current Workers Hired Prior the Project	# of Current Part-time Workers Hired since the Beginning of the Project	# of Current Full-time Workers Hired since the Beginning of the Project
	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total				