Agenda Item #:

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: Ma	======================================	EX Consent [X] Workshop	E Regular Public Hearing
Department: Submitted By: Submitted For:	County Administration County Administration Economic Development	Office	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to Grant Agreement R2007-0447 with the Lake Okeechobee Regional Economic (LORE) Alliance, Inc. extending the expiration date from April 10, 2010 to April 9, 2011.

Summary: This Amendment will allow for the continued processing of seven (7) façade improvement projects for small business/property owners including one (1) design project funded under the Façade/Exterior and Architectural Grant Programs administered by LORE. Four (4) façade improvement projects are completed and the remaining projects are in development. Funds for improvements will be 100% matched or better by the business/property owners. These improvements will enhance the main corridors in the Glades communities and serve as a catalyst for other businesses in the area to improve their properties. Upon completion, LORE's contract totaling \$200,000 will have leveraged an estimated \$1,136,581 in capital investment.

District 6 (DW)

Background and Policy Issues: On April 4, 2007, Palm Beach County contracted with LORE in the amount of \$200,000 to administer a conceptual design and façade/exterior improvement program for participating business/property owners in the Glades. These funds covered \$60,000 for architectural services, \$120,000 for façade/exterior improvements and \$20,000 for administration. On September 9, 2008, Palm Beach County approved revisions to the LORE contract to allow for small business/property owners to access funds less than \$5,000 in the Façade/Exterior Grant Program. To date LORE has completed and awarded five (5) grants to local tri-city businesses for façade improvements including architectural design services.

Attachments:

- 1. Amendment No. 2
- 2. Amendment No. 1
- 3. Contract R2007-0447
- 4. LORE Letter

Recommended by:	Sherry Howard	5-6-2010
0 0	Economic Development Director	Date
Approved by:	Mi -	
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal	Impact:				
Fiscal Years Capital Expenditures Expenditure Operating Cost External Revenue Program Income (PBC) In-Kind Match (PBC) *Se NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	2010	2011	2012	2013	2014
Is Item Included In Current Budget	? Yes	No_			
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B. Recommended Sources of Fut *No additional fiscal impact associated and the second s	ated with th	e extension	scal Impact of this gra	: nt.	
	II. <u>REVIEV</u>	V COMMEI	NTS		
A. OFMB Fiscal and/or Contract * No fiscal impact. OFMB Sinko	Administr		ontract Dev	elopment a	boul 5)11)) ind Control
B. Legal Sufficiency: 5 Sr. Assistant County Attorney	12/10			nendment compl iew requirement	
C. Other Department Review:					
Department Director This summary is not to be use	—— d as a bas	is for pavr	nent.		
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AMENDMENT No. 2 TO GRANT AGREEMENT R2007-0447 LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PALM BEACH COUNTY, INC.

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

WITNESSETH:

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

WHEREAS, on September 9, 2008, the County and the GRANTEE entered into Amendment No. 1 to the Grant Agreement Document #R2008-1400 to revise Exhibit "A", Scope of Services, to eliminate the minimum request of \$5,000 in County funds for small projects under the Eligible Expenses for the Façade/Exterior Program to allow for participation of several business/property owners; and

WHEREAS, the GRANTEE has completed Design Guidelines for the Lake Okeechobee Region, a 2008 LORE Study for the Downtown Pahokee Revitalization Project, five (5) Façade/Exterior Grant Program awards for business improvements and is in the process of completing Street Design for SR15/441 (Main Street in Pahokee up to Canal Point); and

WHEREAS, the GRANTEE requests a twelve (12) month extension to complete seven (7) façade improvement projects for business/properties owners including one (1) design project that have applied under the Façade/Exterior and Architectural Grant Programs; and

WHEREAS, the COUNTY is aware of the need to increase economic opportunities for residents, current and potential businesses for a stronger, more balanced, and stable economy in Palm Beach County; and

WHEREAS, the COUNTY and the GRANTEE 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 hereinafter contained, the parties hereby amend the Agreement as follows:

1. Section 2. Term

Sentence 1 is hereby deleted and replaced with the following:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties and shall continue in full force and effect until completion or no later than **April 9, 2011**, unless otherwise terminated as provided herein.

2. Section 16. Notice

LORE's representative is hereby deleted and replaced with the following:

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

3. Exhibit "C" entitled Quarterly Report

The number of years for reporting is hereby extended to include **2010** and **2011** under the **Year** to be **circled**.

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. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

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

ATTEST:	PALM BEACH COUNTY, FLORIDA, BY IT BOARD OF COUNTY COMMISSIONERS				
SHARON R. BOCK, CLERK & COMPTROLLER					
By: Deputy Clerk	By: Burt Aaronson, Chair				
Approved as to Form and Legal Sufficiency:	Approved as to Terms and Conditions:				
By:Assistant County Attorney	By: My Alexand Director Economic Development Office				
	REGIONAL ECONOMIC ALLIANCE OF TY, INC., BY ITS BOARD				
By: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	By: Title: President				
	Ashley T. Tripp Typed Name				

(Corporate Seal)

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AMENDMENT No. 2 TO GRANT AGREEMENT R2007-0447 LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PALM BEACH COUNTY, INC.

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

WITNESSETH:

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

WHEREAS, on September 9, 2008, the County and the GRANTEE entered into Amendment No. 1 to the Grant Agreement Document #R2008-1400 to revise Exhibit "A", Scope of Services, to eliminate the minimum request of \$5,000 in County funds for small projects under the Eligible Expenses for the Façade/Exterior Program to allow for participation of several business/property owners; and

WHEREAS, the GRANTEE has completed Design Guidelines for the Lake Okeechobee Region, a 2008 LORE Study for the Downtown Pahokee Revitalization Project, five (5) Façade/Exterior Grant Program awards for business improvements and is in the process of completing Street Design for SR15/441 (Main Street in Pahokee up to Canal Point); and

WHEREAS, the GRANTEE requests a twelve (12) month extension to complete seven (7) façade improvement projects for business/properties owners including one (1) design project that have applied under the Façade/Exterior and Architectural Grant Programs; and

WHEREAS, the COUNTY is aware of the need to increase economic opportunities for residents, current and potential businesses for a stronger, more balanced, and stable economy in Palm Beach County; and

WHEREAS, the COUNTY and the GRANTEE 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 hereinafter contained, the parties hereby amend the Agreement as follows:

1. Section 2. Term

Sentence 1 is hereby deleted and replaced with the following:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties and shall continue in full force and effect until completion or no later than **April 9, 2011**, unless otherwise terminated as provided herein.

2. Section 16. Notice

LORE's representative is hereby deleted and replaced with the following:

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

3. Exhibit "C" entitled Quarterly Report

The number of years for reporting is hereby extended to include **2010** and **2011** under the **Year** to be **circled**.

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. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

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

ATTEST:	PALM BEACH COUNTY, FLORIDA, BY its BOARD OF COUNTY COMMISSIONERS				
SHARON R. BOCK, CLERK & COMPTROLLER					
By: Deputy Clerk	By: Burt Aaronson, Chair				
Deputy Clerk	Buit Adronson, Chan				
Approved as to Form and Legal Sufficiency:	Approved as to Terms and Conditions:				
By: Assistant County Attorney	By: Sherry Howard, Director				
	Economic Development Office				
	REGIONAL ECONOMIC ALLIANCE OF TY, INC., BY ITS BOARD				
By: Mina D. Wills Witness:	By: Title: President				
	Ashley T. Tripp Typed Name				

(Corporate Seal)

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AMENDMENT No. 2 TO GRANT AGREEMENT R2007-0447 LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PALM BEACH COUNTY, INC.

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

WITNESSETH:

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

WHEREAS, on September 9, 2008, the County and the GRANTEE entered into Amendment No. 1 to the Grant Agreement Document #R2008-1400 to revise Exhibit "A", Scope of Services, to eliminate the minimum request of \$5,000 in County funds for small projects under the Eligible Expenses for the Façade/Exterior Program to allow for participation of several business/property owners; and

WHEREAS, the GRANTEE has completed Design Guidelines for the Lake Okeechobee Region, a 2008 LORE Study for the Downtown Pahokee Revitalization Project, five (5) Façade/Exterior Grant Program awards for business improvements and is in the process of completing Street Design for SR15/441 (Main Street in Pahokee up to Canal Point); and

WHEREAS, the GRANTEE requests a twelve (12) month extension to complete seven (7) façade improvement projects for business/properties owners including one (1) design project that have applied under the Façade/Exterior and Architectural Grant Programs; and

WHEREAS, the COUNTY is aware of the need to increase economic opportunities for residents, current and potential businesses for a stronger, more balanced, and stable economy in Palm Beach County; and

WHEREAS, the COUNTY and the GRANTEE 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 hereinafter contained, the parties hereby amend the Agreement as follows:

1. Section 2. Term

Sentence 1 is hereby deleted and replaced with the following:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties and shall continue in full force and effect until completion or no later than **April 9, 2011**, unless otherwise terminated as provided herein.

2. Section 16. Notice

LORE's representative is hereby deleted and replaced with the following:

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

3. Exhibit "C" entitled Quarterly Report

The number of years for reporting is hereby extended to include **2010** and **2011** under the **Year** to be **circled**.

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. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

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

ATTEST:	PALM BEACH COUNTY, FLORIDA, BY its BOARD OF COUNTY COMMISSIONERS
SHARON R. BOCK, CLERK & COMPTROLLER	
By: Deputy Clerk	By:Burt Aaronson, Chair
Approved as to Form and Legal Sufficiency:	Approved as to Terms and Conditions:
By: Assistant County Attorney	By: Howard, Director Economic Development Office
ATTEST: LAKE OKEECHOBEE RI PALM BEACH COUNTY	EGIONAL ECONOMIC ALLIANCE OF INC., BY ITS BOARD
By: Muna D. Wills Witness:	By: Title: President
	Ashley T. Tripp Typed Name

(Corporate Seal)

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

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

WITNESSETH:

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

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

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

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

WHEREAS, the COUNTY is aware of the need to increase economic opportunities for residents, current and potential businesses for a stronger, more balanced, and stable economy in Palm Beach County; and

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

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

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

1. Exhibit "A" entitled Scope of Services

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

A maximum of \$20,000 County funds is available for business/property owner projects. Except as set forth herein, the Agreement remains unrevised and in full force and effect, and the parties hereby ratify, confirm and adopt the Agreement as amended hereby.

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

R2008 1400

SEP 0 9 2008

ATTEST:

SHARON R. BOCK,

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

By: Deputy Clen

Addie L. Greene, Chairperson

Approved as to Form and Legal Sufficiency:

Approved as to Terms and Conditions:

By: Assistant County Attorney

Kevin Johns, Director

Economic Development Office

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

By: Parmela J. Nolan Witness

Title: President

Ashley T. Tripp
Typed Name

(Corporate Seal)

R2007 0447

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

WITNESSETH:

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

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

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

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

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

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

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

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

Section 1. Recitals.

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

Section 2. <u>Term.</u>

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

Section 3. Project to be Completed by LORE:

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

Section 4. Responsibilities and Duties:

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

Section 5. Budget Changes

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

Section 6. Payments/Invoicing and Reimbursement

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

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

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

Section 7. Excusable Delays

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

Section 8. Access and Audits:

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

Section 9. <u>Independent Contractor:</u>

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

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

Section 10. Personnel:

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

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

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

Section 11. Indemnification:

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

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

Section 12. Annual Appropriation:

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

Section 13. Insurance:

`` ; ,

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

- A. <u>Commercial General Liability</u> LORE shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 per occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by County's Risk Management Department.
- B. <u>Worker's Compensation Insurance & Employers Liability</u> LORE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.
- C. Additional Insured LORE shall agree to endorse the COUNTY as Additional Insured with a CG 2026 Additional Insured Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured shall read Palm Beach County Board of County Commissioners.
- D. <u>Certificate(s) of Insurance</u> Immediately following notification of the award of this Agreement, LORE shall agree to deliver COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. The certificate(s) of insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate Holder shall be Palm Beach County, Office of Economic Development, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL 33402-1989.
- E. <u>Right to Review</u> COUNTY, by and through its Risk Management Department, in cooperation with the Office of Economic Development, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operating legally.

Section 14. Breach and Opportunity to Cure:

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

Section 15. Enforcement Costs:

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

Section 16. Notice:

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

As to the "COUNTY":

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

with a copy to:

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

As to "LORE":

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

Section 17. Modification and Amendment:

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

Section 18. Remedies:

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

Section 19. Joint Preparation:

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

Section 20. Equal Opportunity:

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

Section 21. Arrears:

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

Section 22. Execution:

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

Section 23. Filing:

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

Section 24. Termination:

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

Section 25. Compliance with Codes and Laws:

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

Section 26. Public Entity Crime Certification:

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

Section 27. Severability:

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

Section 28. Entirety of Agreement:

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

(Remainder of page left blank intentionally.)

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

ATTEST:

R 2 0 0 7 0 4 4 7 APR 1 0 2007 PALM BEACH COUNTY, FLORIDA, BY its BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK,	TY One
CLERK & COMPTRO	JET'RK
man	AND CAN
By: Deputy Clerk	AUGUT S
Deputy Clerk %	
	Alling * Same

By: Male L. Greene, Chairperson

Approved as to Form and Legal Sufficiency:

By: Assistant County Attorney

Approved as to Terms and Conditions:

Kevin Johns, Director

Economic Development Office

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

By: Vonca Colubby
Witness

Title: President

Kenneih E Luiz 301 N. W. Ave. C

BELLE GLADE FL

(Corporate Seal)

Exhibit "A"

Scope of Services

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

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

Eligible Expenses

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

Architecture

Total Funds Available \$60,000

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

Facade/Exterior Grant Program

Total Funds Available \$120,000

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

Administration

Total Funds Available \$20,000

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

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

Project: _			Date: _		
Grantee:	LORE ALLIANCE		Amount Requested:		
Invoice #:		e e e e e e e e e e e e e e e e e e e	- · · · · · · · · · · · · · · · · · · ·		
			MCNT OFFICE		
<u></u>		PROJECT PAY	MENT SUMMARY		
Service Ca	itegory	Payment Request This Invoice	Total from Previous Requests	Total Requested (Cummulative)	Total Budgeted
	ral Services	•			60,000
-	terior Grant Program		· · · · · · · · · · · · · · · ·		120,000
Program A	Administration				20,000
	TOTAL				200,000
	W	ORKSHEET FOR AR	CHITECTURAL SERV	·ICES	
Service	Business/Property	Design Services		Architect	Cont
Date	Owner	Rendered		Name/Firm	Cost
	-	•		· · · · · · · · · · · · · · · · · · ·	
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	-	• • • • • • • • • • • • • • • • • • • •		e e e e e e e e e e e e e e e e e e e	•
				TOTAL	
			· · · · · · · · · · · · · · · · · · ·		
	(B		R FAÇADE PROGRAM		· · · · · · · · · · · · · · · · · · ·
Date	Business/Property Owner	County Match	Private Match	Total Project Cost	Amount Requested

				TOTAL	
	100	DYCUET FAR TO	OCDANA ASSOCIATION		
	· WC	MADREE FOR PR	OGRAM ADMINISTRA	AHON	
Time Shee	et for:			Position:	
Date Perio	od: throu	igh	· · · · · · · · · · · · · · · · · · ·	Hourly Rate:	
Date	# Hours worked	Amount]		
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	.	**	÷		
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				• • •	
Total	hrs	\$]	• • •	
Certification	n: I hereby certify that the				
were incurre	ed for the work identified	as being	Certification: I hereby of tation has been maintage		
accomplish			the project expenses nable for audit upon req	reported above and is	
President/	Date		Financial Officer/Dat	te	-

1

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

		Projec	t			
	Grantee LOR	E ALLIANCE	Billing Date			
	Billing #		Billing Period	·		
						
Contractor Name/Payee Name (Architect, Business/Property Owner, LORE Hours)	Contractor/Payee Invoice Number and/or Date	Check Number and Date	Amount Paid This Period	General Description	: 	
			TOTAL			
Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.			Certification: I hereby certify that bid tabulations, executed contract cancelled checks and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.			
President/Date			Financial Officer/Date			

Exhibit "C" **Quarterly Report**

	ntee: LORE Alliance			Quarter (circle)	cle): 1 2 3 4 : 2007 2008 2009
Date	e Submitted:			100 (00010)	
	Pr	oject Accomplishm	ents For Quar	ter	
I. <i>A</i>	Architectural Services				
Tota Tota	al number of applications re al number of applications a	eceived for design as	sistance.		
#	Business/Property Owner & Address	Design Services Rendered	Archite		l l
1					
2					
3					
4					
5					
				Total	
	tal number of business/proptal number of business/prop				
	Owner & Address	Completed	Match	Match	Project Completed
1			Approved	Approved	Сотрист
2			·		
3					
3					
4					
4		Total			
4		Total			

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





30 March 2007

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

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

Ms. Nolan:

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

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

Respectfully.

Kenneth E. Lutz. Presiden

ORE



April 30, 2010

Shannon LaRocque-Baas, Assistant County Administrator Palm Beach County 301 North Olive Avenue, 10th Floor West Palm Beach, FL 33401

RE: Request for Extension for Agreement R2007-0447

Dear Ms. LaRocque-Baas:

The LORE Alliance is committed to promoting economic vitality in the Glades Region as well as enhancing its assets in order to positively impact our local economy. Over the past three years, we have been able to do just that with the County's assistance. With the \$200,000 grant we received from the County, we were able to create and implement a conceptual design and façade/exterior program that has been a great success. This award has enabled us to provide direct assistance to business and property owners in a public private partnership that has improved and upgraded the appearances of storefronts, enhanced business signage, and improved the ambiance in the Downtown and Redevelopment Areas of our communities, a total capital improvement of \$1,135,581.

The LORE Alliance has diligently worked in executing this program in our communities. Currently, LORE has reimbursed \$45,400 for five (5) completed projects and has in process invoices for four (4) more completed projects totaling \$52,178. In addition to these nine (9) projects, we have three (3) business owners whom we have contracted and whose projects are in the construction phase. The sum reimbursement for these three projects will be \$39,825. In whole this façade program will have contributed \$137,403 towards local capital improvements, an almost 12:1 ratio of private dollars used vs. public.

LORE approved the uncompleted three projects before our contract with the County expired on April 9, 2010, yet the construction for each has been underway prior to that date and are near completion. Therefore, we respectfully ask for an extension period of 12 months from 4/10/2010 to 4/09/2011 in order to comply with our agreement to our local business and property owners which are: the Pahokee Women's Club, Palm Beach State College and F&T Plaza in Belle Glade.

We thank you in advance for your favorable reply.

Ashley T. Tripp President

Cc:

Sinscrely.

Sherry Howard, Economic Development Director Pamela L. Nolan, Economic Development Specialist

> 540 South Main Street Belle Glade, FL 33430 PH: (561) 996-2745 FAX: (561) 996-2252



	Contract Date	Status	Project	E	iranted		al Capital ntribution
		reimbursed 1/14/10	Affordable DryCleaning	\$	1,400.00	\$	2,800.00
1	December 4, 2008	reimbursed 10/7/09	Glades Gas	\$	20,000.00	\$	360,000.00
2	January 27, 2009	reimbursed - 9/10/09	Big Dog Express	5	20,000.00	\$	200,000.00
3	June 8, 2009		(Pahokee Elks Lodge) Seminole Supply	15	780.00	\$	1,560.00
4	July 13, 2009	reimbursed 9/10/09		1.	8,613.00	3	90,000.00
5	August 31, 2009	Processing invoice	Hungry Howes	8	3,215.00	\$	6,430.00
6	September 9, 2009	reimbursed 1/14/10	Norman Nicks	 -	10,950.00	4	21,900.00
7	September 25, 2009	Processing Invoice	Five Star Barber Shop	!- -	12,620.15	*	25,240.00
8	September 25, 2008	Processing invoice	Jill Sconyers	15	\$2,020 ID	7 (A 16)	
Đ							40,000.00
10	December 21, 2009	Processing Involce	Morey	8	20,000.00	•	
11							
12			Saute Bath		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		

137,403.54 \$ 1,136,581.00

Architectural Svc: \$ 41,725.60 Admin: \$ 18,500.00 \$ 197,629.14

Reimbursed (5 projects)	\$	45,395.90
Processing Involces (4 projects)	\$	52,183.15
	3	39,625.39

137,403.54