

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 08-17-10 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing

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

I. EXECUTIVE BRIEF

**Motion and Title:** STAFF RECOMMENDS MOTION TO APPROVE: Amendment No. 2 to the Development Regions Round XI Grant Agreement R2007-1024 totaling \$124,000 with the City of Riviera Beach to extend the term of the Agreement from February 19, 2012 to February 19, 2013.

**Summary:** On June 19, 2007, the Board of County Commissioners (BCC) approved the Grant Agreement with the City of Riviera Beach (R2007-1024) for three economic development projects; Earl L. Pleasant Custom Ceramic Tile, Fannie Mae Tots, Inc. and E-Z Weld, Inc., to create eight (8) full-time equivalent jobs and to retain 29 full-time equivalent jobs. Two of the projects, Fannie Mae Tots, Inc. and E-Z Weld, Inc. have been completed. On February 3, 2009, the BCC approved Amendment No. 1 (R2009-0181) to extend the Agreement twelve (12) months for the remaining project, Earl L. Pleasant Custom Ceramic Tile, which was delayed due to financial difficulties. The business recently received a commitment letter from Northern Trust Bank for a \$230,000 Commercial Construction Loan to complete its project, the construction of a 3,938 sq. ft. retail/office building located at 2701 Old Dixie Highway in Riviera Beach. The Black Business Investment Corporation (BBIC) provided a loan guarantee for 50% of the loan amount and the City has committed up to \$200,000 from a Housing and Urban Development (HUD) Economic Development Initiative grant. This Amendment No. 2 will allow the company an additional twelve (12) months to complete its project caused by a delay in seeking financing and create three (3) full-time equivalent jobs. County funds committed to this project total \$30,000. All projects are located in the "Acute" (35% or greater poverty) area of the Development Regions. District 7/DW

**Background and Policy Issues:** With this extension, the incomplete project will have a total of 42 months for construction, 44 months from the date of the agreement to create jobs and a job maintenance period of 24 months.

**Attachments:**

- 1. Second Amendment
- 2. First Amendment R2009-0181
- 3. Contract R2007-1024

Recommended By: Sherry Howard 6-30-2010  
Economic Development Director Date  
Approved By: Sharon P. [Signature] 8-9-10  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u><i>* see below</i></u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>

Is Item Included In Current Budget? Yes X No  
 Budget Account No: Fund 1539 Department 764 Unit 1061 Object 8201  
 Reporting Category     

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

\* There is no additional fiscal impact associated with extending this Agreement.

**C. Departmental Fiscal Review:**



**III. REVIEW COMMENTS**

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

\* This agenda item is for a 12 month extension of an existing agreement. No additional county funds will be needed beyond the \$30,000 already committed.

*[Signature]* 7/1/10  
 OFMB *meB* 7/1/10  
*SN* 7/1/10 *PT*

*[Signature]* 7/1/10  
 Contract Dev. and Control  
*E Jones 7/8/10*

**B. Legal Sufficiency:**

*[Signature]* 7-13-10  
 Assistant County Attorney

This amendment complies with our review requirements.

*At the time of our review, the Amendment was not executed.*

**C. Other Department Review:**

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

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

**AMENDMENT NO. 2 TO DEVELOPMENT REGIONS  
GRANT AGREEMENT R2007-1024  
CITY OF RIVIERA BEACH**

**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 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 "Agreement") 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 contractual requirements by purchasing equipment, creating five (5) full-time equivalent jobs, retaining 29 FTE jobs and maintaining the jobs for a period of twenty-four months; and

**WHEREAS**, on February 3, 2009, the COUNTY and the GRANTEE entered into a First Amendment (R2009-0181) to assist the owner of Earl L. Pleasant Custom Ceramic Tile, a custom tile business who received site plan approval from the City of Riviera Beach and had 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**, on April 12, 2010, the owner of Earl L. Pleasant Custom Ceramic Tile was able to secure financing through Northern Trust Bank totaling \$230,000 to construct a 3,938 sq. ft. retail/office building located on the northwest corner of West 27<sup>th</sup> Street and Old Dixie Highway in Riviera Beach and the Black Business Investment Corporation (BBIC) provided a loan guarantee for the Northern Trust Bank construction loan; and

**WHEREAS**, the GRANTEE is anticipating spending a minimum of \$200,000 toward this project using a portion of an Economic Development Initiative grant received through Housing and Urban Development in 2005; and

**WHEREAS**, the GRANTEE requests a second extension for an additional twelve (12) months 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:

I. 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 sixty-eight (68) months following the Effective Date on February 19, 2013.

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 thirty-eight (38) calendar months of the effective date of this Agreement.

CITY OF RIVIERA BEACH

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 forty-four (44) months [**February 19, 2011**] and maintain same for twenty-four (24) months or through the sixty-eighth (68<sup>th</sup>) month [**February 19, 2013**], 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, 2013**, the expiration of the sixty-eighth (68<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 forty-two (42) calendar months [ending **December 19, 2010**] 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 forty-fourth (44<sup>th</sup>) calendar month [**February 19, 2011**].

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
13 (July – December 2012)	Thursday, January 31, 2013

V. Paragraph **XXVII. entitled PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL** is hereby included as follows:

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

(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, CITY CLERK  
Name (type or print)

CITY OF RIVIERA BEACH:

By:   
Mayor

Seal

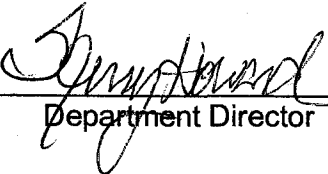
ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

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

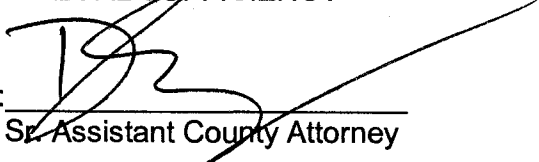
PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Burt Aaronson, Chairman

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Sr. Assistant County Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/09

<b>PRODUCER</b> 1-305-592-6080 <b>Arthur J. Gallagher Risk Management Services, Inc.</b> 8200 N.W. 41st Street Suite 200 Miami, FL 33166	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.												
<b>INSURED</b> City of Riviera Beach 600 W. Blue Heron Boulevard Riviera Beach, FL 33404	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>UNDERWRITERS AT LLOYDS</b></td> <td>32727</td> </tr> <tr> <td>INSURER B: <b>MIDWEST EMPLOYERS CAS CO</b></td> <td>23612</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>UNDERWRITERS AT LLOYDS</b>	32727	INSURER B: <b>MIDWEST EMPLOYERS CAS CO</b>	23612	INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>UNDERWRITERS AT LLOYDS</b>	32727												
INSURER B: <b>MIDWEST EMPLOYERS CAS CO</b>	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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	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-JECT <input type="checkbox"/> LOC	047-09	10/01/09	10/01/10	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	047-09	10/01/09	10/01/10	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? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	ZWC005191	10/01/09	10/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

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  
 Event: Core Development Regions Grant Contract

### CERTIFICATE HOLDER

Economic Development Office  
 Palm Beach County Board of County Commissioners  
 301 North Olive Avenue, 10th Floor  
 West Palm Beach, FL 33401

### 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 (2009/01) prasanmia  
13302874

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R 2009 0181 FEB 03 2009  
FIRST AMENDMENT TO DEVELOPMENT REGIONS  
GRANT AGREEMENT R2007-1024  
CITY OF RIVIERA BEACH

THIS AMENDMENT is made November 17 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:

<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:

CITY OF RIVIERA BEACH:

*[Signature]*  
Signature

By: *[Signature]*  
Mayor

CARRIE E. WOOD  
Name (type or print)

Seal

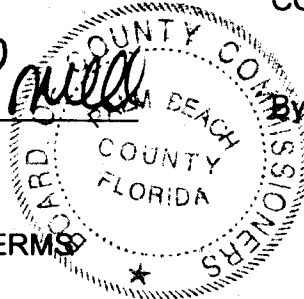
R2009.0181 FEB 03 2009

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

By: *[Signature]*  
Deputy Clerk

By: *[Signature]*  
John F. Koons, Chairman



APPROVED AS TO TERMS  
AND CONDITIONS

By: *[Signature]*  
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *[Signature]*  
County Attorney

**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.

<u>Reporting Period</u>	<u>Due Date</u>
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

33402.

- 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				