

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	*				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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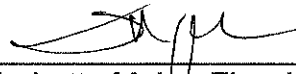
Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

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

* No fiscal impact.

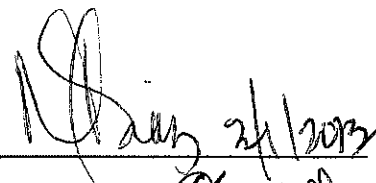
C. Departmental Fiscal Review:



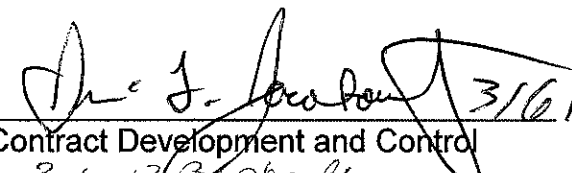
 Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:



 OFMB
 2/28
 PM
 3-1-13
 SC



 Contract Development and Control
 3-6-13
 B. O'Connell

B. Legal Sufficiency:



 Chief Assistant County Attorney
 3/6/13

C. Other Department Review:

 Department Director

**AMENDMENT 003 TO DEVELOPMENT REGIONS
GRANT AGREEMENT R2007-1024
CITY OF RIVIERA BEACH**

Amendment 003 entered into on _____, by and between **Palm Beach County** (hereinafter "COUNTY"), and the **City of Riviera Beach** (hereinafter "GRANTEE").

WITNESSETH:

WHEREAS, the COUNTY entered into an Agreement (R2007-1024) with the GRANTEE on June 19, 2007, as amended by Amendment 001 (R2009-0181) on February 3, 2009, and as amended by Amendment 002 (R2010-1184) on August 17, 2010, to provide \$124,000 to assist three (3) businesses located in the City of Riviera Beach to create and maintain jobs; and

WHEREAS, due to the economic downturn, project implementation by one (1) of these businesses, namely Earl L. Pleasant Custom Ceramic Tile, was delayed, thereby delaying the creation of the required three (3) jobs by said business until August 1, 2012; and

WHEREAS, the parties wish to amend the Agreement to recognize said creation of three (3) full-time or equivalent jobs as of August 1, 2012, and to establish new deadlines associated with job maintenance and reporting; and

WHEREAS, both parties mutually agree that the original Agreement entered into on June 19, 2007, as amended, is hereby further amended as follows:

1. PARAGRAPH I - TERM OF AGREEMENT:

The second sentence in Paragraph I is hereby deleted and replaced with the following:

This Agreement will commence on June 19, 2007 and expire on August 29, 2014.

2. PARAGRAPH III - SECTION B - GRANT AWARD AND JOB REQUIREMENTS:

The first sentence in Paragraph III, Section B, 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 by August 1, 2012, and shall thereafter maintain said jobs until July 31, 2014.

3. PARAGRAPH III - SECTION D - VERIFICATION OF TERMS AND CONDITIONS:

The second sentence in Paragraph III, Section D, is hereby deleted and replaced with the following:

GRANTEE may provide the COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than August 29, 2014.

4. PARAGRAPH VI - REPORTING REQUIREMENTS:

Add the following reporting periods and report due dates to the table in Paragraph VI:

Reporting Period	Due Date
14 (January – June 2013)	Wednesday, July 31, 2013
15 (July – December 2013)	Friday, January 31, 2014
16 (January – July 2014)	Friday, August 29, 2014

5. PARAGRAPH XIV - NONDISCRIMINATION:

The entire contents of Paragraph XIV are hereby deleted and replaced with the following:

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, familial status, sexual orientation, or gender identity or expression.

6. PARAGRAPH XXVI - NOTICE:

The first and third parties and their pertinent information shown in Paragraph XXVI are hereby deleted and replaced with the following respectively:

Edward W. Lowery, Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33460
Phone (561) 233-3600
Fax (561) 233-3651

Ruth C. Jones, City Manager
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404
Phone (561) 845-4010
Fax (561) 840-3353

7. PARAGRAPH XXVII - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL:

Paragraph XXVII is hereby deleted and replaced with the following:

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. PARAGRAPH XXVIII - EXCLUSION OF THIRD PARTY BENEFICIARIES:

Paragraph XXVIII is hereby added to the Agreement as follows:

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the GRANTEE.

9. VARIOUS LOCATIONS:

The parties recognize that the COUNTY has changed the name of the Palm Beach County Economic Development Office to the Palm Beach County Department of Economic Sustainability. Accordingly, the term "Economic Development Office" as it appears in the Agreement, is hereby deleted and replaced with the term "DES" which shall mean Palm Beach County Department of Economic Sustainability.

NOW THEREFORE, 1) all items in the Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

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

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH, FLORIDA,

By: _____
Thomas A. Masters, Mayor

By: _____
Carrie E. Ward, City Clerk

By: _____
Pamala H. Ryan, City Attorney

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA,
a Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Steven L. Abrams, Mayor

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Dawn S. Wynn,
Senior Assistant County Attorney

By: _____
Sherry Howard,
Deputy Director

R 2010 11 84
AMENDMENT NO. 2 TO DEVELOPMENT REGIONS
GRANT AGREEMENT R2007-1024
CITY OF RIVIERA BEACH

THIS AMENDMENT is made AUG 17 2010, 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 27th 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 27th 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

ATTACHMENT 2

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 (68th) 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 (68th) 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 (44th) calendar month [February 19, 2011].

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

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

CITY OF RIVIERA BEACH:

C. E. Ward
Signature

By: Thomas A. Mott
Mayor

CARRIE E. WARD, CITY CLERK
Name (type or print)

Seal

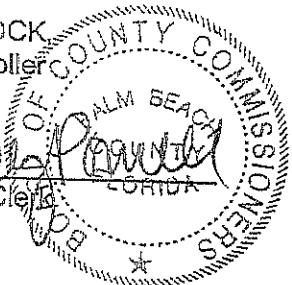
R 2010 11 84 AUG 17 2010

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Sharon Bock
Deputy Clerk

By: Burt Aaronson
Burt Aaronson, Chairman
Steven L. Abrams



APPROVED AS TO TERMS
AND CONDITIONS

By: Sharon Howard
Department Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Sr. Assistant County Attorney

CITY OF RIVIERA BEACH

R2009 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 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 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 27th 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 (56th) 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

ATTACHMENT 3

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 (56th) 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 (32nd) calendar month [February 19, 2010].

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

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

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

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

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

WITNESS:

CITY OF RIVIERA BEACH:

C. E. Wood
Signature

By: *Theresa M. A.*
Mayor

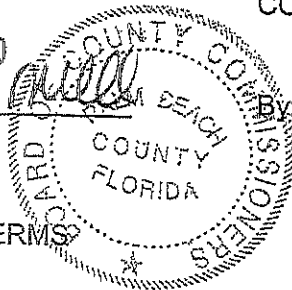
Carrie E. Wood
Name (type or print)

Seal

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

R 2009, 0181 FEB 03 2009
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: *Sharon Bock*
Deputy Clerk



John F. Koons
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

CITY OF RIVIERA BEACH

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 (44th) 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 (44th) 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

- 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

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.

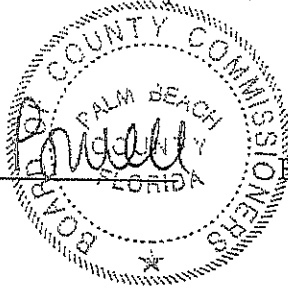
R2007 1024

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>
Total Project Cost	\$439,000

Contact: Earl L. Pleasant, Owner
1172 West 37th Street
Riviera Beach, Florida 33404
561-845-1921
Fax: 561-845-1921
fbillfea@yahoo.com

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>
Total Project Cost	\$465,198

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

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

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

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				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
8200 N.W. 41st Street
Suite 200
Miami, FL 33166

1-305-592-6080

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: UNDERWRITERS AT LLOYDS	NAIC # 32727
INSURER B: SAFETY NATL CAS CORP	15105
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	


INSURED
City of Riviera Beach
2051 Martin Luther King Blvd
3rd Floor
Riviera Beach, FL 33404

COVERAGES CERTIFICATE NUMBER: 30272350 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PK1004712	10/01/12	10/01/13	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			PK1004712	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PK1004712	10/01/12	10/01/13	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP 4047158	10/01/12	10/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GL Limits: \$1,000,000 per Occurrence inclusive of \$100,000 SIR
AL Limits: \$1,000,000 per Occurrence inclusive of \$100,000 SIR
Company B WC Limit: Statutory excess of \$500,000 SIR
Company B EL Limit: \$1,000,000 excess of \$500,000 SIR
Certificate holder is additional insured with respects to General Liability pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER Palm Beach County Department of Economic Sustainability 100 Australian Avenue, 5th Floor West Palm Beach, FL 33406 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)
JESAZU
30272350

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