

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	January 10, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Department of Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Amendment No. 2 to the Financial Assistance Award (R-2016-0568) with the U.S. Economic Development Administration (EDA) and the City of Lake Worth providing a reverter-related reimbursement provision for two (2) of the twelve (12) properties; and
- B) an Interlocal Agreement with the City of Lake Worth providing for indemnification of the County by the City as it relates to Amendment No. 2 to the Financial Assistance Award.

Summary: On February 12, 2016, the City and County received an EDA grant and subsequently executed a Financial Assistance Award (R-2016-0568) for the receipt of \$1,389,100 for infrastructure improvements to the Lake Worth Park of Commerce. The grant provides funding to upgrade Boutwell Road from 10th Avenue North to Joyce Avenue, and to extend water and sewer lines along Boutwell Road from Joyce Avenue to 4th Avenue North.

Standard right-of-way deeds, settlement agreements, or warranty deeds were needed to transfer property from private owners to the City in order to make infrastructure improvements. On June 29, 2016, the parties executed Amendment No. 1 to the Financial Assistance Award to extend the acquisition deadline of necessary property transfers from August 1, 2016 to October 12, 2016. Two of the properties obtained by the City through standard right-of-way deeds contained language allowing for the reverter of the property back to the transferring property owners if the property was not used for right-of-way purposes. Required by the EDA, Amendment No. 2 to the Financial Assistance Award allows EDA to seek reimbursement of grant funds from the City and County if either of the two properties reverts back to the transferring owner at any time over the next 20 years. The reimbursement provision in Amendment No. 2 only applies to the properties obtained by right-of-way deeds which include a reverter clause and their respective proportionate share of grant funds. The Interlocal Agreement indemnifies the County in the unlikely event the City does not use the property for roadway purposes, the property reverts back to the transferring owners, and EDA seeks reimbursement of the related proportionate share of grant funds. **No County local match is required.** District 3 (JB)

Background and Justification: On May 3, 2016, the Financial Assistance Award was submitted to the Board of County Commissioners to receive and file. Approval of Amendment No. 2 (to the Financial Assistance Award will allow the EDA to seek reimbursement of grant funds if properties revert to their transferring owner(s). Approval of this Interlocal Agreement will indemnify the County and make the City responsible for reverter-related reimbursement and repayment to the EDA.

Attachment(s):

1. Amendment No. 2 to the Financial Assistance Award and supporting documentation
2. Interlocal Agreement with the City of Lake Worth

Recommended By:			12/29/2016
	Department Director		Date

Approved By:			1/5/17
	Assistant County Administrator		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Grant Expenditures					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0- *				

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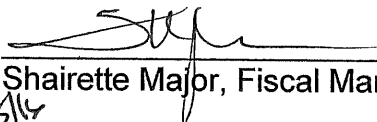
Is Item Included In Current Budget? Yes _____ No _____

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

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

* No fiscal impact.

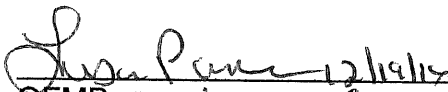
C. Departmental Fiscal Review:



 Shairette Major, Fiscal Manager II
 12/15/16

III. REVIEW COMMENTS

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



 OFMB ET 12/16/16 MD 12/19



 Contract Development and Control 12/27/16

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

Department Director

GRANT COOPERATIVE AGREEMENT

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER

04-01-07113

CFDA NO. AND NAME

11.300 Public Works Program

PROJECT TITLE

Infrastructure Improvements

RECIPIENT NAME

City of Lake Worth

AMENDMENT NUMBER

2

STREET ADDRESS

7 North Dixie Highway

EFFECTIVE DATE

Date of Amendment Approval

CITY, STATE, ZIP CODE

Lake Worth, Florida 33460

EXTEND PERIOD OF PERFORMANCE TO
(IF APPLICABLE)

RECIPIENT NAME

Palm Beach County Board of County Commissioners

STREET ADDRESS

100 Australian Avenue

CITY, STATE, ZIP CODE

Lake Worth, Florida 33460

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
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RECIPIENT SHARE OF COST	\$	\$	\$	\$
TOTAL ESTIMATED COST	\$	\$	\$	\$

REASON(S) FOR AMENDMENT.

Add a Special Award Condition - REVERTER CLAUSE IN TITLE/RECIPIENTS' OBLIGATIONS

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

- Special Award Conditions
- Line Item Budget
- Other(s): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

H. Philip Paradice, Jr., Director, Atlanta Region

DATE

11/23/16

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Pam Triolo, Mayor, City of Lake Worth

DATE

12/13/16

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Paulette Burdick,

Mayor, Palm Beach County Board of Commissioners

DATE

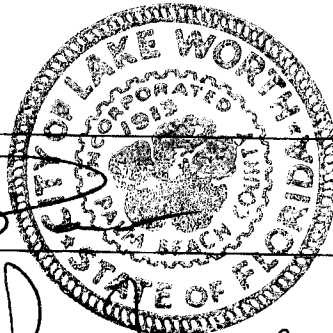


EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

Public Works and Development Facilities
Amendment No.2

Investment No.: 04-01-07113

Recipient: City of Lake Worth/ Palm Beach County Board of County Commissioners, FL

The following amended award condition(s) is added:

AMENDED SPECIAL AWARD CONDITION

18. REVERTER CLAUSE IN TITLE/RECIPIENTS' OBLIGATIONS: Recipients acknowledge and agree that the title to two parcels of land required for and included in the Project are derived from the following deeds:
- A.) Right-Of-Way Deed dated August 10, 2016 from Boynton Holdings, LLC to the City of Lake Worth, Florida (hereinafter the "City") recorded in Official Records Book 28519 at Page 413, and
 - B.) Right-Of-Way Deed dated January 6, 2016 from Florida Railroad, LLC to the City recorded in Official Records Book 28048 at Page 1516
- both Deeds are recorded in the Public Records of Palm Beach County, Florida (hereinafter individually and/or collectively the "Deeds").

Both Deeds contain a reverter clause (hereinafter individually and/or collectively the "Reverter Clauses") which provides that if the lands conveyed by the Deeds to the City are ever discontinued or abandoned as a public highway or street title to the lands conveyed by the Deeds shall revert to and revest in the respective grantors in each of the Deeds.

Recipients further acknowledge and agree that this Award and the Government's regulations at 13 C.F.R. § 314.7(a) require that at all times during the Estimated Useful Life of the Project (which is hereby determined to be twenty (20) years from the date the Government signed this Award) title to real property improved with the Government's funds must be vested in one or both of the Recipients. Therefor Recipients agree to continuously use and hold title to the real property conveyed by the Deeds to the City, without any interruption whatsoever, from the dates of each of the respective Deeds only for such purposes as authorized in the Deeds so that title to said real estate conveyed by the Deeds does not revert to or revest in either of the respective grantors of the Deeds. Recipient represents to the Government, and the Government does rely on this representation, in making disbursement of funds pursuant to and as provided

in this Award, that the City has and will at all times during said Estimated Useful Life hold fee simple title to lands described in and conveyed by the Deeds to the City.

If for any or no reason, title to the real property conveyed by the Deeds to the City does, in fact, revert to or re-vest in either of the respective grantors of the Deeds by operation of and/or pursuant to the Reverter Clauses, Recipients, jointly and severally, agree to promptly take any and all available and necessary commercially reasonable and/or legal action (hereinafter the "Required Action") to vest title to the subject real property in either or both of the Recipients so the reason for and purpose of this Award will continue to operate as intended by the Government and the Recipients. Recipients, or either of them individually, agree to give immediate written notice (hereinafter the "Notice") to the Government if title to any of the subject real estate no longer is vested in the City. The Recipients, individually or jointly, shall commence such Required Action within forty-five (45) calendar days from the date of the Notice to the Government. Recipients acknowledge and agree that at all times the Project funded by EDA the Recipients shall ensure the continuous and uninterrupted use of the subject property as a right-of-way and easement for public highway, street, and public utility purposes as contemplated in the Deeds.

For purposes of this Special Award Condition, Required Action includes, but is not limited to, a.) entering into good faith negotiations for purchasing from such respective grantor(s), or their successors in title, the lands that reverted to and have re-vested in the respective grantor(s) in the Deeds for the purchase of said land(s), entering into appropriate purchase and sale agreement(s) to acquire said lands and promptly consummating the closing of said purchase and sale agreement(s) or b.) commencing such other appropriate civil actions, including but not limited to the exercise of the power of eminent domain, in a local court of competent jurisdiction to obtain title to the subject lands as provided above.

Recipients further represent and agree that if within a reasonable period of time, but in no event more than nine (9) months from the date of the Notice, one or both of the Recipients has not acquired fee simple title to the subject lands pursuant to the Required Action, then at the Government's request, Recipients jointly and severally agree to reimburse the Government for that portion of the Federal Share of Cost set forth on the Form CD-450 to which this and the other Special Award Conditions are attached, which shall not exceed the proportion of the property listed in the Deeds as compared to all of the property acquired by the City for this Project.

GRANT COOPERATIVE AGREEMENT

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
04-01-07113

CFDA NO. AND NAME
11.300 Public Works Program

PROJECT TITLE
Infrastructure Improvements

RECIPIENT NAME City of Lake Worth	AMENDMENT NUMBER 2
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STREET ADDRESS 7 North Dixie Highway	EFFECTIVE DATE Date of Amendment Approval
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CITY, STATE, ZIP CODE Lake Worth, Florida 33460	EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)
--	--

RECIPIENT NAME
Palm Beach County Board of County Commissioners

STREET ADDRESS
100 Australian Avenue

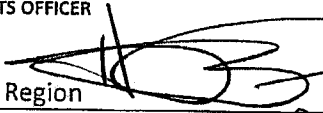
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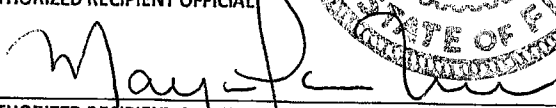
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REASON(S) FOR AMENDMENT.
Add a Special Award Condition - REVERTER CLAUSE IN TITLE/RECIPIENTS' OBLIGATIONS

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

- Special Award Conditions
- Line Item Budget
- Other(s): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER 	DATE 11/23/16
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PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Pam Triolo, Mayor, City of Lake Worth 	DATE 12/31/16
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PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Paulette Burdick, Mayor, Palm Beach County Board of Commissioners	DATE .
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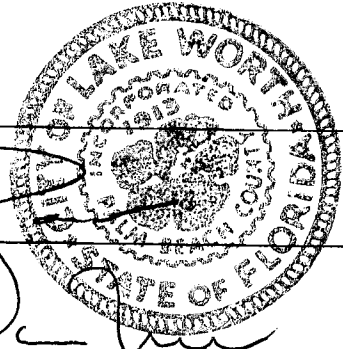


EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

Public Works and Development Facilities
Amendment No.2

Investment No.: 04-01-07113

Recipient: City of Lake Worth/ Palm Beach County Board of County Commissioners, FL

The following amended award condition(s) is added:

AMENDED SPECIAL AWARD CONDITION

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GRANT COOPERATIVE AGREEMENT

**AMENDMENT TO
 FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER
 04-01-07113

CFDA NO. AND NAME
 11.300 Public Works Program

PROJECT TITLE
 Infrastructure Improvements

RECIPIENT NAME
 City of Lake Worth

AMENDMENT NUMBER
 2

STREET ADDRESS
 7 North Dixie Highway

EFFECTIVE DATE
 Date of Amendment Approval

CITY, STATE, ZIP CODE
 Lake Worth, Florida 33460

EXTEND PERIOD OF PERFORMANCE TO
 (IF APPLICABLE)

RECIPIENT NAME
 Palm Beach County Board of County Commissioners

STREET ADDRESS
 100 Australian Avenue

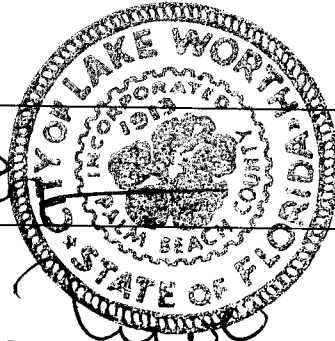
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- Special Award Conditions
- Line Item Budget
- Other(s): _____



SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
 H. Philip Paradice, Jr., Director, Atlanta Region

DATE
 11/23/16

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 Pam Triolo, Mayor, City of Lake Worth

DATE
 12/13/14

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
 Paulette Burdick, Mayor, Palm Beach County Board of Commissioners

DATE

EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

Public Works and Development Facilities
Amendment No.2

Investment No.: 04-01-07113

Recipient: City of Lake Worth/ Palm Beach County Board of County Commissioners, FL

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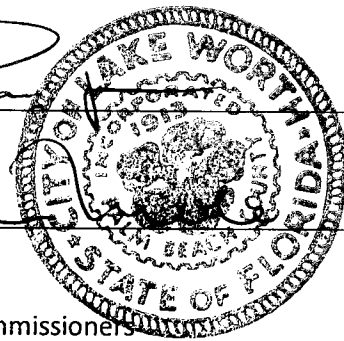


EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE
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Public Works and Development Facilities
Amendment No.2

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in this Award, that the City has and will at all times during said Estimated Useful Life hold fee simple title to lands described in and conveyed by the Deeds to the City.

If for any or no reason, title to the real property conveyed by the Deeds to the City does, in fact, revert to or revest in either of the respective grantors of the Deeds by operation of and/or pursuant to the Reverter Clauses, Recipients, jointly and severally, agree to promptly take any and all available and necessary commercially reasonable and/or legal action (hereinafter the "Required Action") to vest title to the subject real property in either or both of the Recipients so the reason for and purpose of this Award will continue to operate as intended by the Government and the Recipients. Recipients, or either of them individually, agree to give immediate written notice (hereinafter the "Notice") to the Government if title to any of the subject real estate no longer is vested in the City. The Recipients, individually or jointly, shall commence such Required Action within forty-five (45) calendar days from the date of the Notice to the Government. Recipients acknowledge and agree that at all times the Project funded by EDA the Recipients shall ensure the continuous and uninterrupted use of the subject property as a right-of-way and easement for public highway, street, and public utility purposes as contemplated in the Deeds.

For purposes of this Special Award Condition, Required Action includes, but is not limited to, a.) entering into good faith negotiations for purchasing from such respective grantor(s), or their successors in title, the lands that reverted to and have revested in the respective grantor(s) in the Deeds for the purchase of said land(s), entering into appropriate purchase and sale agreement(s) to acquire said lands and promptly consummating the closing of said purchase and sale agreement(s) or b.) commencing such other appropriate civil actions, including but not limited to the exercise of the power of eminent domain, in a local court of competent jurisdiction to obtain title to the subject lands as provided above.

Recipients further represent and agree that if within a reasonable period of time, but in no event more than nine (9) months from the date of the Notice, one or both of the Recipients has not acquired fee simple title to the subject lands pursuant to the Required Action, then at the Government's request, Recipients jointly and severally agree to reimburse the Government for that portion of the Federal Share of Cost set forth on the Form CD-450 to which this and the other Special Award Conditions are attached, which shall not exceed the proportion of the property listed in the Deeds as compared to all of the property acquired by the City for this Project.

GRANT COOPERATIVE AGREEMENT

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
04-01-07113

CFDA NO. AND NAME
11.300 Public Works Program

PROJECT TITLE
Infrastructure Improvements

RECIPIENT NAME City of Lake Worth	AMENDMENT NUMBER 2
--------------------------------------	-----------------------

STREET ADDRESS 7 North Dixie Highway	EFFECTIVE DATE Date of Amendment Approval
---	--

CITY, STATE, ZIP CODE Lake Worth, Florida 33460	EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)
--	--

RECIPIENT NAME
Palm Beach County Board of County Commissioners

STREET ADDRESS
100 Australian Avenue


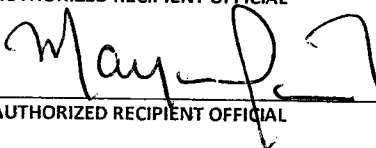
CITY, STATE, ZIP CODE
Lake Worth, Florida 33460

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$	\$	\$	\$
RECIPIENT SHARE OF COST	\$	\$	\$	\$
TOTAL ESTIMATED COST	\$	\$	\$	\$

REASON(S) FOR AMENDMENT.
Add a Special Award Condition - REVERTER CLAUSE IN TITLE/RECIPIENTS' OBLIGATIONS

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

- Special Award Conditions
- Line Item Budget
- Other(s): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER 	DATE 11/23/16
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL H. Philip Paradice, Jr., Director, Atlanta Region	DATE
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Pam Triolo, Mayor, City of Lake Worth 	DATE 12/13/14
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Paulette Burdick, Mayor, Palm Beach County Board of Commissioners	DATE

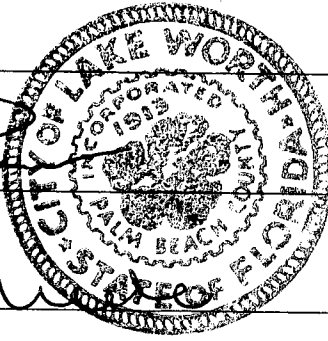


EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

Public Works and Development Facilities
Amendment No.2

Investment No.: 04-01-07113

Recipient: City of Lake Worth/ Palm Beach County Board of County Commissioners, FL

The following amended award condition(s) is added:

AMENDED SPECIAL AWARD CONDITION

18. REVERTER CLAUSE IN TITLE/RECIPIENTS' OBLIGATIONS: Recipients acknowledge and agree that the title to two parcels of land required for and included in the Project are derived from the following deeds:
- A.) Right-Of-Way Deed dated August 10, 2016 from Boynton Holdings, LLC to the City of Lake Worth, Florida (hereinafter the "City") recorded in Official Records Book 28519 at Page 413, and

- B.) Right-Of-Way Deed dated January 6, 2016 from Florida Railroad, LLC to the City recorded in Official Records Book 28048 at Page 1516

both Deeds are recorded in the Public Records of Palm Beach County, Florida (hereinafter individually and/or collectively the "Deeds").

Both Deeds contain a reverter clause (hereinafter individually and/or collectively the "Reverter Clauses") which provides that if the lands conveyed by the Deeds to the City are ever discontinued or abandoned as a public highway or street title to the lands conveyed by the Deeds shall revert to and revest in the respective grantors in each of the Deeds.

Recipients further acknowledge and agree that this Award and the Government's regulations at 13 C.F.R. § 314.7(a) require that at all times during the Estimated Useful Life of the Project (which is hereby determined to be twenty (20) years from the date the Government signed this Award) title to real property improved with the Government's funds must be vested in one or both of the Recipients. Therefor Recipients agree to continuously use and hold title to the real property conveyed by the Deeds to the City, without any interruption whatsoever, from the dates of each of the respective Deeds only for such purposes as authorized in the Deeds so that title to said real estate conveyed by the Deeds does not revert to or revest in either of the respective grantors of the Deeds. Recipient represents to the Government, and the Government does rely on this representation, in making disbursement of funds pursuant to and as provided

in this Award, that the City has and will at all times during said Estimated Useful Life hold fee simple title to lands described in and conveyed by the Deeds to the City.

If for any or no reason, title to the real property conveyed by the Deeds to the City does, in fact, revert to or revest in either of the respective grantors of the Deeds by operation of and/or pursuant to the Reverter Clauses, Recipients, jointly and severally, agree to promptly take any and all available and necessary commercially reasonable and/or legal action (hereinafter the "Required Action") to vest title to the subject real property in either or both of the Recipients so the reason for and purpose of this Award will continue to operate as intended by the Government and the Recipients. Recipients, or either of them individually, agree to give immediate written notice (hereinafter the "Notice") to the Government if title to any of the subject real estate no longer is vested in the City. The Recipients, individually or jointly, shall commence such Required Action within forty-five (45) calendar days from the date of the Notice to the Government. Recipients acknowledge and agree that at all times the Project funded by EDA the Recipients shall ensure the continuous and uninterrupted use of the subject property as a right-of-way and easement for public highway, street, and public utility purposes as contemplated in the Deeds.

For purposes of this Special Award Condition, Required Action includes, but is not limited to, a.) entering into good faith negotiations for purchasing from such respective grantor(s), or their successors in title, the lands that reverted to and have revested in the respective grantor(s) in the Deeds for the purchase of said land(s), entering into appropriate purchase and sale agreement(s) to acquire said lands and promptly consummating the closing of said purchase and sale agreement(s) or b.) commencing such other appropriate civil actions, including but not limited to the exercise of the power of eminent domain, in a local court of competent jurisdiction to obtain title to the subject lands as provided above.

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GRANT COOPERATIVE AGREEMENT

**AMENDMENT TO
 FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER
 04-01-07113

CFDA NO. AND NAME
 11.300 Public Works Program

PROJECT TITLE
 Infrastructure Improvements

RECIPIENT NAME
 City of Lake Worth

AMENDMENT NUMBER
 2

STREET ADDRESS
 7 North Dixie Highway

EFFECTIVE DATE
 Date of Amendment Approval

CITY, STATE, ZIP CODE
 Lake Worth, Florida 33460

EXTEND PERIOD OF PERFORMANCE TO
 (IF APPLICABLE)

RECIPIENT NAME
 Palm Beach County Board of County Commissioners

STREET ADDRESS
 100 Australian Avenue

CITY, STATE, ZIP CODE
 Lake Worth, Florida 33460

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$	\$	\$	\$
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REASON(S) FOR AMENDMENT.
 Add a Special Award Condition - REVERTER CLAUSE IN TITLE/RECIPIENTS' OBLIGATIONS

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- Special Award Conditions
- Line Item Budget
- Other(s): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

H. Philip Paradise, Jr., Director, Atlanta Region

DATE
 11/23/16

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Pam Triolo, Mayor, City of Lake Worth

DATE
 12/13/16

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Paulette Burdick, Mayor, Palm Beach County Board of Commissioners

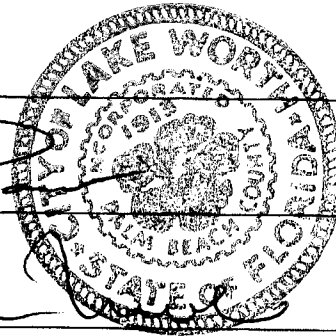


EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

Public Works and Development Facilities
Amendment No.2

Investment No.: 04-01-07113

Recipient: City of Lake Worth/ Palm Beach County Board of County Commissioners, FL

The following amended award condition(s) is added:

AMENDED SPECIAL AWARD CONDITION

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- both Deeds are recorded in the Public Records of Palm Beach County, Florida (hereinafter individually and/or collectively the "Deeds").

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Recipients further acknowledge and agree that this Award and the Government's regulations at 13 C.F.R. § 314.7(a) require that at all times during the Estimated Useful Life of the Project (which is hereby determined to be twenty (20) years from the date the Government signed this Award) title to real property improved with the Government's funds must be vested in one or both of the Recipients. Therefor Recipients agree to continuously use and hold title to the real property conveyed by the Deeds to the City, without any interruption whatsoever, from the dates of each of the respective Deeds only for such purposes as authorized in the Deeds so that title to said real estate conveyed by the Deeds does not revert to or revest in either of the respective grantors of the Deeds. Recipient represents to the Government, and the Government does rely on this representation, in making disbursement of funds pursuant to and as provided

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If for any or no reason, title to the real property conveyed by the Deeds to the City does, in fact, revert to or revest in either of the respective grantors of the Deeds by operation of and/or pursuant to the Reverter Clauses, Recipients, jointly and severally, agree to promptly take any and all available and necessary commercially reasonable and/or legal action (hereinafter the "Required Action") to vest title to the subject real property in either or both of the Recipients so the reason for and purpose of this Award will continue to operate as intended by the Government and the Recipients. Recipients, or either of them individually, agree to give immediate written notice (hereinafter the "Notice") to the Government if title to any of the subject real estate no longer is vested in the City. The Recipients, individually or jointly, shall commence such Required Action within forty-five (45) calendar days from the date of the Notice to the Government. Recipients acknowledge and agree that at all times the Project funded by EDA the Recipients shall ensure the continuous and uninterrupted use of the subject property as a right-of-way and easement for public highway, street, and public utility purposes as contemplated in the Deeds.

For purposes of this Special Award Condition, Required Action includes, but is not limited to, a.) entering into good faith negotiations for purchasing from such respective grantor(s), or their successors in title, the lands that reverted to and have revested in the respective grantor(s) in the Deeds for the purchase of said land(s), entering into appropriate purchase and sale agreement(s) to acquire said lands and promptly consummating the closing of said purchase and sale agreement(s) or b.) commencing such other appropriate civil actions, including but not limited to the exercise of the power of eminent domain, in a local court of competent jurisdiction to obtain title to the subject lands as provided above.

Recipients further represent and agree that if within a reasonable period of time, but in no event more than nine (9) months from the date of the Notice, one or both of the Recipients has not acquired fee simple title to the subject lands pursuant to the Required Action, then at the Government's request, Recipients jointly and severally agree to reimburse the Government for that portion of the Federal Share of Cost set forth on the Form CD-450 to which this and the other Special Award Conditions are attached, which shall not exceed the proportion of the property listed in the Deeds as compared to all of the property acquired by the City for this Project.

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND LAKE WORTH FOR INDEMNIFICATION REGARDING THE EDA GRANT AGREEMENT

THIS INTERLOCAL AGREEMENT, entered into on this _____ day of _____ 2016, by and between **Palm Beach County**, a political subdivision of the State of Florida ("COUNTY") and **the City of Lake Worth**, a municipality duly organized and existing by virtue of the laws of the State of Florida ("CITY"), (hereinafter referred to collectively as "the Parties").

WITNESSETH

WHEREAS, the CITY and COUNTY were co-applicants on a grant request as part of EDA Award Number 04-01-07113 for the improvement of Boutwell Road; and

WHEREAS, an amendment to the award agreement has been executed between the parties that requires both parties to agree to refund the grant funds in the event certain properties obtained by the City for the Boutwell Road Project reverts back to the original property owners; and

WHEREAS, the CITY agrees to indemnify the COUNTY regarding this requirement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **PURPOSE**
The purpose of this Agreement is for the CITY to indemnify the COUNTY as it relates to a reverter clause that is the subject of an amendment to the agreement regarding EDA Award Number 04-01-07113.
2. **TERM**
This Agreement shall commence upon execution by both Parties and shall extend for the time period as set forth in the amendment to the agreement with EDA related to the effective time period of the reverter provision, which is 20 years.
3. **INDEMNIFICATION**
CITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against any action taken by the Federal Government as a result of the City's failure to comply with the terms of the agreement regarding EDA Award Number 04-01-07113 as it relates to the reversion of property interests on two parcels as set forth in paragraph 18 of the grant award agreement.

4. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

5. **AMENDMENTS**

None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

6. **WAIVER**

It is hereby agreed to by the Parties that no waiver of a breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

7. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

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 CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

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 COUNTY and/or CITY.

9. **ENFORCEMENT COSTS**

Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement.

10. **REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the Agreement will 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 or 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.

11. **CAPTIONS**

The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

12. **CONSTRUCTION**

No party shall be considered the author of this Agreement since the Parties hereto have participated in drafting this document to arrive at this 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.

13. **FILING**

Pursuant to Section 163.01(11), F.S., a copy of this Agreement and any amendments hereto shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

14. **NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to COUNTY, notices shall be addressed to:

Palm Beach County
c/o Sherry Howard
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

City Manager
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

15. **SURVIVAL OF TERMS**

The requirements of Paragraphs 7, 11, 12, 18, and 26 shall survive the expiration or earlier termination of this Agreement.

16. **RECITALS**

The recitals set forth in the whereas clauses herein are true and correct and are hereby incorporated herein by reference as if fully set forth herein.

17. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the Parties hereto and constitute the entire understanding. The Parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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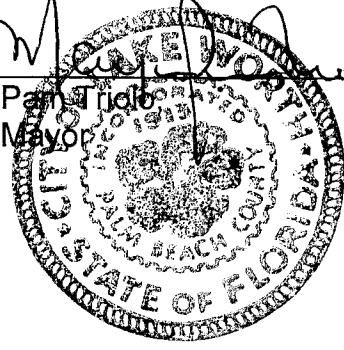
IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Lake Worth has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Clerk, the date and year first above written.

CITY OF LAKE WORTH

ATTESTS:

By: Pamela J. Lopez 12/14/14
Pamela J. Lopez, City Clerk

By: Paul Trickle
Paul Trickle
Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Glen J. Torcivia
Glen J. Torcivia, 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: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

By: _____

Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND LAKE WORTH FOR INDEMNIFICATION REGARDING THE EDA GRANT AGREEMENT

THIS INTERLOCAL AGREEMENT, entered into on this _____ day of _____ 2016, by and between **Palm Beach County**, a political subdivision of the State of Florida ("COUNTY") and **the City of Lake Worth**, a municipality duly organized and existing by virtue of the laws of the State of Florida ("CITY"), (hereinafter referred to collectively as "the Parties").

WITNESSETH

WHEREAS, the CITY and COUNTY were co-applicants on a grant request as part of EDA Award Number 04-01-07113 for the improvement of Boutwell Road; and

WHEREAS, an amendment to the award agreement has been executed between the parties that requires both parties to agree to refund the grant funds in the event certain properties obtained by the City for the Boutwell Road Project reverts back to the original property owners; and

WHEREAS, the CITY agrees to indemnify the COUNTY regarding this requirement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **PURPOSE**

The purpose of this Agreement is for the CITY to indemnify the COUNTY as it relates to a reverter clause that is the subject of an amendment to the agreement regarding EDA Award Number 04-01-07113.

2. **TERM**

This Agreement shall commence upon execution by both Parties and shall extend for the time period as set forth in the amendment to the agreement with EDA related to the effective time period of the reverter provision, which is 20 years.

3. **INDEMNIFICATION**

CITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against any action taken by the Federal Government as a result of the City's failure to comply with the terms of the agreement regarding EDA Award Number 04-01-07113 as it relates to the reversion of property interests on two parcels as set forth in paragraph 18 of the grant award agreement.

4. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

5. **AMENDMENTS**

None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

6. **WAIVER**

It is hereby agreed to by the Parties that no waiver of a breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

7. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

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 CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

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 COUNTY and/or CITY.

9. **ENFORCEMENT COSTS**

Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement.

10. **REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the Agreement will 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 or 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.

11. **CAPTIONS**

The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

12. **CONSTRUCTION**

No party shall be considered the author of this Agreement since the Parties hereto have participated in drafting this document to arrive at this 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.

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Pursuant to Section 163.01(11), F.S., a copy of this Agreement and any amendments hereto shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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Palm Beach County
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Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With copy to:

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West Palm Beach, Florida 33401

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City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

15. **SURVIVAL OF TERMS**

The requirements of Paragraphs 7, 11, 12, 18, and 26 shall survive the expiration or earlier termination of this Agreement.

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The recitals set forth in the whereas clauses herein are true and correct and are hereby incorporated herein by reference as if fully set forth herein.

17. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the Parties hereto and constitute the entire understanding. The Parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

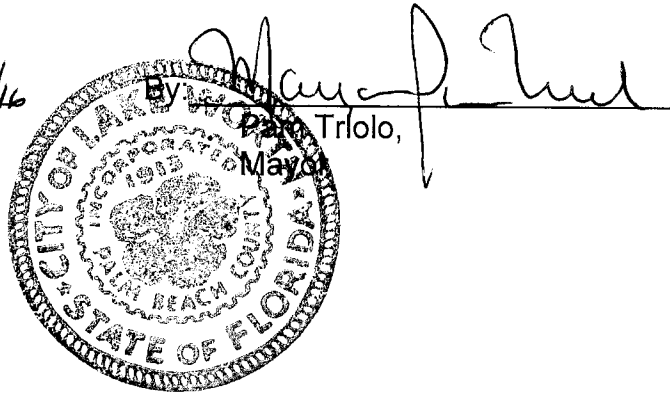
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IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Lake Worth has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Clerk, the date and year first above written.

CITY OF LAKE WORTH

ATTESTS:

By: Pamela J. Lopez 12/14/16
Pamela J. Lopez, City Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: GJA FOR
Glen J. Torcivia, 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: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

By: _____
Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND LAKE WORTH FOR INDEMNIFICATION REGARDING THE EDA GRANT AGREEMENT

THIS INTERLOCAL AGREEMENT, entered into on this _____ day of _____ 2016, by and between **Palm Beach County**, a political subdivision of the State of Florida ("COUNTY") and **the City of Lake Worth**, a municipality duly organized and existing by virtue of the laws of the State of Florida ("CITY"), (hereinafter referred to collectively as "the Parties").

WITNESSETH

WHEREAS, the CITY and COUNTY were co-applicants on a grant request as part of EDA Award Number 04-01-07113 for the improvement of Boutwell Road; and

WHEREAS, an amendment to the award agreement has been executed between the parties that requires both parties to agree to refund the grant funds in the event certain properties obtained by the City for the Boutwell Road Project reverts back to the original property owners; and

WHEREAS, the CITY agrees to indemnify the COUNTY regarding this requirement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **PURPOSE**

The purpose of this Agreement is for the CITY to indemnify the COUNTY as it relates to a reverter clause that is the subject of an amendment to the agreement regarding EDA Award Number 04-01-07113.

2. **TERM**

This Agreement shall commence upon execution by both Parties and shall extend for the time period as set forth in the amendment to the agreement with EDA related to the effective time period of the reverter provision, which is 20 years.

3. **INDEMNIFICATION**

CITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against any action taken by the Federal Government as a result of the City's failure to comply with the terms of the agreement regarding EDA Award Number 04-01-07113 as it relates to the reversion of property interests on two parcels as set forth in paragraph 18 of the grant award agreement.

4. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

5. **AMENDMENTS**

None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

6. **WAIVER**

It is hereby agreed to by the Parties that no waiver of a breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

7. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

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 CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

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 COUNTY and/or CITY.

9. **ENFORCEMENT COSTS**

Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement.

10. **REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the Agreement will 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 or 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.

11. **CAPTIONS**

The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

12. **CONSTRUCTION**

No party shall be considered the author of this Agreement since the Parties hereto have participated in drafting this document to arrive at this 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.

13. **FILING**

Pursuant to Section 163.01(11), F.S., a copy of this Agreement and any amendments hereto shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

14. **NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to COUNTY, notices shall be addressed to:

Palm Beach County
c/o Sherry Howard
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

City Manager
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

15. **SURVIVAL OF TERMS**

The requirements of Paragraphs 7, 11, 12, 18, and 26 shall survive the expiration or earlier termination of this Agreement.

16. **RECITALS**

The recitals set forth in the whereas clauses herein are true and correct and are hereby incorporated herein by reference as if fully set forth herein.

17. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the Parties hereto and constitute the entire understanding. The Parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

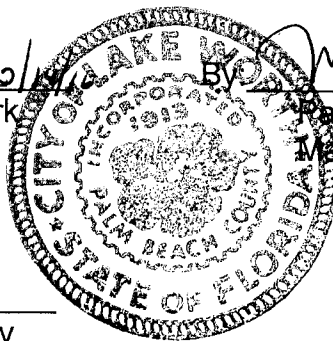
The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Lake Worth has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Clerk, the date and year first above written.

CITY OF LAKE WORTH

ATTESTS:

By: Pamela J. Lopez 12/15/10
Pamela J. Lopez, City Clerk



By: Sam Triolo
Sam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Glen J. Torcivia FOR
Glen J. Torcivia, 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: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

By: _____
Assistant County Attorney