

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$86,032				
Operating Costs					
External Revenues	(\$86,032)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				


# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

Budget Account No.:
 Fund 1544 Dept. 143 Units 2108 Object 8201 Program Code/Period N/A

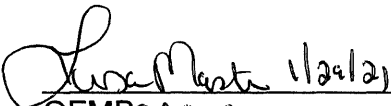

B. Recommended Sources of Funds/Summary of Fiscal Impact:

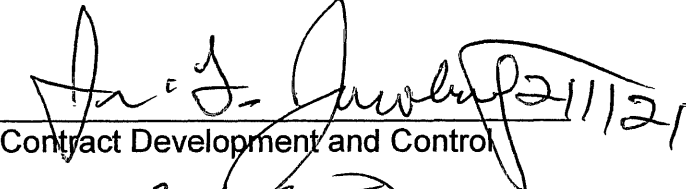
The source of funds is U.S EPA Brownfields Revolving Loan Fund Program.

C. Departmental Fiscal Review: 
 Beverley Reid, Fiscal Manager I

III. REVIEW COMMENTS

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

 1/29/21
 OFMB PC 1/28  1/29

 2/1/21
 Contract Development and Control
 2-1-21 TD

B. Legal Sufficiency:

 2/2/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT 006 TO SUBGRANT AGREEMENT
PALM BEACH COUNTY
BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM**

THIS AMENDMENT 006 TO SUBGRANT AGREEMENT (the "Sixth Amendment") is made and entered into on 01-13-2021 by and between Palm Beach County, a political subdivision of the State of Florida ("County" or "Grantor") and City of South Bay, a Municipal corporation organized under the laws of the State of Florida ("Subgrantee").

WITNESSETH:

WHEREAS, County and Subgrantee entered into an Agreement dated June 2, 2015 (R2015-0745) (as amended) wherein County agreed to provide \$350,000 of United States Environmental Protection Agency (EPA) County Brownfields Revolving Loan Funds (BRLF) for remediation of property located at 480 US Highway 27 North, South Bay, Florida 33493 (hereinafter referred to as the "Property"); and

WHEREAS, the County and the Subgrantee desire to extend the Term of the Agreement (as amended) for twelve (12) months; and

WHEREAS, the EPA has determined that additional remediation to the Property is required and has agreed to provide an additional Eighty-Six Thousand and Thirty-Two Dollars (\$86,032) to be used for the additional Remediation Work as defined in the Agreement (as amended).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. Article I, Section 1.02 of the Agreement (as amended) is hereby modified to provide that the Term of the Agreement (as amended) shall expire June 1, 2022, unless further extended by written amendment to this Agreement (as amended).
3. Article I, Section 1.03 of the Agreement (as amended) is hereby modified to increase the Subgrant amount to Four Hundred Thirty-Six Thousand and Thirty-Two Dollars (\$436,032).

Except as modified by this Sixth Amendment and previously, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the County and the Subgrantee hereby ratify, confirm, and adopt the Agreement as amended hereby.

This Sixth Amendment is expressly contingent upon the approval of the County and shall become effective only when signed by all parties and approved by, or on behalf of by a person with delegated authority, the Palm Beach County Board of County Commissioners (the "Effective Date of the Sixth Amendment").

IN WITNESS WHEREOF, Subgrantee and the County have caused this Sixth Amendment to be executed on the date first above written.

WITNESSES:

CITY OF SOUTH BAY

Witness Signature

By: 

Print Witness Name

Print name: Leondrae D. Camel

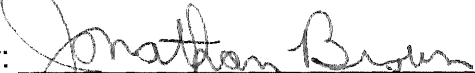

Witness Signature

Title: City Manager

Natalie Malone
Print Witness Name

(SEAL)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY COMMISSIONERS**

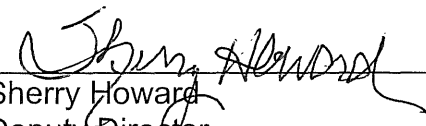
By: 
Jonathan B. Brown, Director
Dept. of Housing and Economic Sustainability

Date: 1/13/2021

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: 
Howard J. Falcon, III
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director