

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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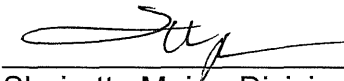
Is Item Included In Current Budget? Yes _____ No _____
 Does this item include the use of Federal Funds? Yes _____ No _____

Budget Account No.:

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

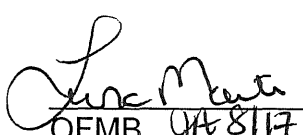
B. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact.

C. Departmental Fiscal Review: 
 Shairette Major, Division Director II

III. REVIEW COMMENTS

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

 8/18/22
 OFMB 9A 8/17 LM 8/17

 8/22/22
 Contract Development and Control

B. Legal Sufficiency:

 8/23/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

DEO Agreement Number: F1368

**AMENDMENT ONE RENEWAL ONE
TO DATA SHARING AGREEMENT BETWEEN
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND**

PALM BEACH COUNTY, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

On June 21, 2019, the Florida Department of Economic Opportunity ("DEO"), and the Palm Beach County, Department of Housing and Economic Sustainability ("PBCHES"), entered into Agreement Number F1368 (the "Agreement") to establish confidentiality guidelines for DEO to provide PBCHES with Quarterly Census of Employment and Wages ("QCEW") data. As part of its economic and community development efforts, PBCHES routinely conducts economic impact analyses, which require the confidential data to ascertain economic impacts of specific projects in terms of job creation and gross domestic product. DEO and PBCHES are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section VI., Amendments and Changes, of the Agreement provides that any change, alteration, deletion, or addition to the terms set forth in the Agreement must be made by written amendment executed by both Parties; and

WHEREAS, PBCHES had a name change in June 2021 to the Palm Beach County, Department of Housing and Economic Development ("PBCHED"); and

WHEREAS, Section XI., Terminations, Extensions, and Renewals, of the Agreement provides that the Agreement may be renewed in writing for a period not to exceed three (3) years or the term of the original agreement; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein and renew the Agreement for a period of three (3) years;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. All references to PBCHES within the Agreement shall hereby be replaced with PBCHED for consistency with the Party's name change.
2. **Section III., Term of Agreement, is deleted in its entirety and replaced with the following:**

This Agreement is effective as of June 21, 2019, and shall remain in effect through June 20, 2025, unless otherwise terminated or modified pursuant to Section XI., Terminations, Extensions, and Renewals. The obligations of Sections IV., Inspection of Records, through IX., Liability and Indemnification, shall survive the expiration or termination of this Agreement.

3. **Section XII., Agency Contacts, is hereby deleted and replaced with the following:**

XII. Agency Contacts

- A. DEO designates as its liaison for all issues relating to this Agreement, Kathie Hughes, whose title is Administrator, and who may be contacted by telephone at (850) 245-7237, or by e-mail at Kathie.Hughes@deo.myflorida.com, and whose address is 107 East

DEO Agreement Number: F1368

Madison Street, MSC G-020, Tallahassee, Florida 32399-4111.

- B. PBCHED designates as its liaison for all issues relating to this Agreement, Alan Chin Lee, whose title is Economic Sustainability Special Projects Manager, and who may be contacted by telephone at (561) 233-3607, or by e-mail at achinlee@pbcbgov.org, and whose address is 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.
 - C. The Agreement liaisons are responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and for maintaining records of all formal correspondence between DEO and PBCHED regarding administration of this Agreement.
 - D. If any Party to this Agreement replaces, adds, or removes any liaison identified in this Section, the Party shall immediately inform the other Parties by e-mail of this change.
4. All other terms and conditions remain in effect.

The remainder of this page is intentionally left blank.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of this Agreement, as amended. This Amendment is effective on the date the last Party signs this Amendment.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
Office of General Council

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

By: James Heckman
Signature

By: Valerie Cantave
Signature

Printed Name: James 'Jimmy' Heckman
Title: Interim Chief, Bureau of Workforce Statistics and Economic Research

Printed Name: Valerie Cantave
Title: Assistant General Counsel

Date: 6/1/2022

Date: 6/1/2022

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

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

By: Jonathan Brown
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

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

Date: 5/31/2022

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

By: Sherry Howard
Sherry Howard
Deputy Director