



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$0</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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 \_\_\_\_\_

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

There is no fiscal impact associated with this item.

Fixed Asset Number \_\_\_\_\_

**C. Departmental Fiscal Review:** Robert Eric McMillan  
 HEBM

**III. REVIEW COMMENTS**

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

Sara Muth 3/3/2023  
 OFMB 9A 1/30 ESW  
 3-3-23

Eric J. Sawley 3/10/23  
 Contract Development and Control  
 MA 3/10/23

**B. Legal Sufficiency:**

[Signature] 3/13/23  
 Assistant County Attorney

**C. Other Department Review:**

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

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



**Attachment No. 1 - Location Map**  
**Page 1 of 1**

Attachment 2

First Amendment to Development and Conveyance Agreement

2 Pages

**FIRST AMENDMENT TO DEVELOPMENT AND CONVEYANCE AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AND CONVEYANCE AGREEMENT ("First Amendment") is dated as of February 7<sup>th</sup>, 2023 ("Effective Date") between PALM BEACH COUNTY, FLORIDA ("County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, and the UNIVERSITY OF FLORIDA FOUNDATION, INC. ("University"), a Florida not-for-profit corporation.

**RECITALS:**

A. County and University entered into that certain Development and Conveyance Agreement (R2022-0891) dated August 23, 2022 (the "Agreement") concerning the County's proposed conveyance to the University of certain Properties in downtown West Palm Beach, Florida, and the University's proposed development of such Properties into an Urban Campus, all as defined and described in the Agreement.

B. The Agreement is currently in full force and effect and has not been previously amended or modified, and neither party is in default of its terms.

C. Pursuant to Section 17.14 of the Agreement, County and University desire to amend certain terms of the Agreement by virtue of this First Amendment.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and University hereby agree as follows:


1. Recitals. The forgoing recitals are true and correct and are incorporated herein by reference.
2. Defined Terms. All capitalized terms defined in the Agreement retain their meaning in this First Amendment unless otherwise specified.
3. Extension of Due Diligence Period. The 180-day Due Diligence Period identified in Section 9.4 of the Agreement is hereby extended to 270 days, such that it will now conclude on Monday, May 22, 2023.
4. Incorporation. Except as modified by this First Amendment, all other terms and conditions of the Agreement shall continue in full force and effect. In the event of any conflict between the terms contained in this First Amendment and the Agreement, the terms contained herein shall supersede and control the rights and obligations of the parties. County and University acknowledge that, as of the Effective Date, neither party (i) is in default under the terms of the Agreement, or (ii) is aware of any action or inaction by the other party that would constitute a default by the other party under the Agreement.
5. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the

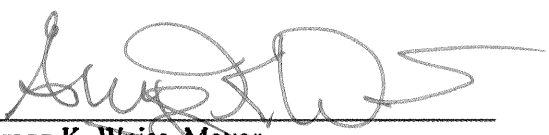
same document. A facsimile or portable document format (PDF) signature on this First Amendment shall be equivalent to, and have the same force and effect as, an original signature.

IN WITNESS WHEREOF, County and University have executed this First Amendment as of the day and year first written above.

**ATTEST:**  
**Joseph Abruzzo**  
**Clerk & Comptroller**


**PALM BEACH COUNTY**, a political  
subdivision of the State of Florida

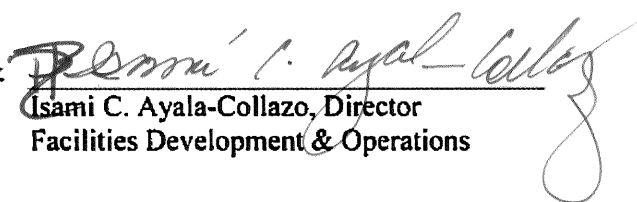
By:   
Deputy Clerk

By:   
Gregg K. Weiss, Mayor

**Approved as to Form and Legal Sufficiency:**

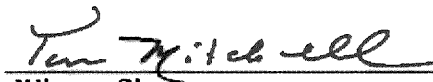
**Approved as to Terms and Conditions**

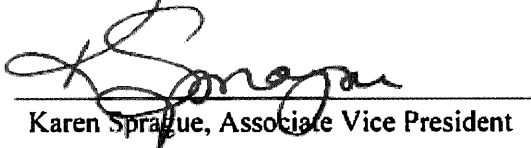
By:   
Howard J. Falcon III  
Howard J. Falcon III  
Chief Assistant County Attorney


By:   
Isami C. Ayala-Collazo, Director  
Facilities Development & Operations

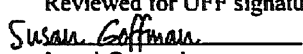
**WITNESSES:**

**UNIVERSITY OF FLORIDA  
FOUNDATION, INC.**, a Florida  
not-for-profit corporation

By:   
Witness Signature  
Tom Mitchell  
Print Witness Name

By:   
Karen Sprague, Associate Vice President

By:   
Witness Signature  
Maria Gutierrez Martin  
Print Witness Name

Reviewed for UFF signature  
  
Susan Goffman  
Legal Counsel