



AGENDA

Special Call

Community Redevelopment Agency (CRA) Meeting
Wednesday, May 16, 2007 at 7:30 p.m.
Lake Park Town Hall
535 Park Avenue

Paul Castro	—	Chair
Edward Daly	—	Vice Chair
G. Chuck Balius	—	Board Member
Jeff Carey	—	Board Member
Patricia Osterman	—	Board Member
Christiane Francois	—	Board Member
Michelle McKenzie-Suiter	—	Board Member
<hr/>		
Maria V. Davis	—	Executive Director
Vivian Mendez	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ADDITIONS/DELETIONS-APPROVAL OF AGENDA

E. GENERAL APPROVAL OF ITEM:

1. Special Call CRA Board meeting minutes of April 4, 2007 Tab 1
2. Request approving the availability of \$39,500 for matching funds provided by the Regions Grant for signage compliance in the PADD district. Tab 2

F. ADJOURNMENT

TAB 1

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: May 16, 2007

Agenda Item No. Tab 1

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Community Redevelopment Agency Meeting Minutes of April 4, 2007.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Community Redevelopment Agency Meeting of April 4, 2007.

Approved by Town Manager *W. Davis* Date: 5/9/07

James Shohel
Name/Title Deputy Clerk

May 8, 2007
Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <u>✓/m</u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>x</u> _____: Please initial one.

Summary Explanation/Background:



Town of Lake Park
Special Call
Community Redevelopment Agency Meeting
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, April 4, 2007 7:30 p.m.

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, April 4, 2007 at 7:30 p.m., Present were Vice Chair Daly, Board Members Balius, Osterman, Carey, Michelle McKenzie-Suiter, and Town Clerk Vivian Mendez. Chair Castro and Board Member Christiane Francois were absent.

Vice-Chair Daly led the Pledge of Allegiance.
 Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Board Member Balius to approve the agenda; Board Member Carey made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	Absent		
Board Member Christiane Francois	Absent		
Board Member Michelle Suiter	X		

Motion passed 5-0.

Discussions and Possible Action

1. Special Call CRA Board Meeting Minutes of February 21, 2007.
2. Special Call CRA Board Meeting Minutes of March 21, 2007.

Board Member Osterman stated that a correction needed to be made on page 3 of the Special Call CRA Board Meeting Minutes of March 21, 2007. The changes requested were the following: Chair Osterman to Board Member Osterman and wording changed to reflect that she

stated that if the secondary option of waiving permit fees were selected that she would like to see Florida Public Utilities contribute to a park or festival.

Motion: A motion was made by Board Member Carey to approve the Special Call CRA Board Meeting Minutes of February 21, 2007 and the Special Call CRA Board Meeting Minutes of March 21, 2007 as modified; Board Member Balius made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	Absent		
Board Member Christiane Francois	Absent		
Board Member Michelle Suiter	X		

Motion passed 5-0.

Request to increase CRA investment of monies for approved landscape improvements along 10th St.

Town Manager Maria Davis stated that the money allocated for the 10th St. landscaping project was approximately \$60,000.00. She stated that the bids were coming in closer to \$90,000.00. She requested an increase in funding in the amount of \$30,000.00 to fund the irrigation portion of the project.

Board Member Osterman stated that her only concern was the current drought conditions and the affects on the plants if the landscaping was started.

Vice-Chair Daly asked when the project could be started.

Town Manager Maria Davis stated that there was approximately three weeks left to obtain a permit from South Florida Water Management for a well. She stated that by the time contractors were mobilized it should be closer to the rainy season.

Chair Osterman asked if the project could be delayed until rainy season.

Town Manager Maria Davis stated that the project could be delayed but the measures that the South Florida Water Management District has imposed were sufficient to keep the plants alive.

Vice-Chair Daly stated that if there were no changes in the water, another month's delay could be considered.

Motion: A motion was made by Board Member Balius to approve the increase in funding for the 10th St. Landscaping Project from \$60,000.00 to \$90,000.00; Board Member Carey made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	Absent		
Board Member Christiane Francois	Absent		
Board Member Michelle Suiter	X		

Motion passed 5-0.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Carey and seconded by Board Member Balius, and by unanimous vote, the meeting adjourned at 7:38 p.m.

Chair

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

(Town Seal)

Approved on this _____ day of _____, 2007

TAB 2

**Town of Lake Park Town CRA
Agenda Request Form**

Meeting Date: May 16, 2007

Agenda Item No. Tab 2

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

SUBJECT: Item approving the availability of \$39,500 for matching funds provided by the Regions Grant for signage compliance in the PADD district.

RECOMMENDED MOTION/ACTION: Motion to approve the availability of \$39,500 in funds.

Approved by Town Manager

M. Davis

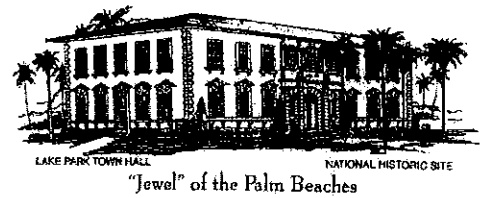
Date:

5/4/07

Originating Department: Community Development	Costs: \$39,500 Funding Source: CRA Budget Acct. #	Attachments: Staff memo Contract
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The request is for matching funds to help defray the costs of the PADD signage compliance campaign. As part of the Regions Grant the Town (through the CRA) and the applicant must provide matching funds for any improvements to the signage.

Town of Lake Park Community Development Department



Date: May 16, 2007

Patrick Sullivan, AICP, Director

To: Lake Park CRA

Re: Regions Grant Execution

May 4, 2007

The County has accepted the Town's Region's Grant request for monies to help defray the costs of the PADD signage compliance drive. In order for the County and the Town to complete the grant process it will be necessary for the Mayor to sign the agreement with the County agreeing to abide by the rules and regulations set forth by the County in granting the funds. The grant amount is \$39,500. This grant requires a match from the community (in this case the CRA) of \$39,500. Each applicant will have to provide a third of the cost as their match up to a total from all applicants of \$39,500.

The basic regulations require that:

1. Activities must commence within 12 months of the effective date of the agreement.
2. There must be a creation of 4 jobs in the PADD district. The grant award is \$9,875 per job and if the jobs are not created the money will have to be returned based on that figure.
3. The Town must provide semi-annual reports on the progress of the grant.
4. The Town must provide insurance coverage naming the County as certificate holder.
5. The CRA must provide a match of \$39,500
6. The applicant must provide a match equivalent to 1/3 of the cost of the improvement.

The CRA as part of this process needs to agree to make available matching funds of \$39,500 for the execution of the grant. Once the grant has been signed and approved the Community Development Department will send out letters informing the business owners of the available funding and the criteria that they must follow in order to be reimbursed for expenses they will incur bringing their signs into compliance. The funding criteria are attached to this memo.

Patrick Sullivan, AICP Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

Funding Criteria

1. The applicant must own an existing non-complying sign.
2. The owner of the sign must apply for funding prior to October 1, 2007
3. The new complying sign must be in place and the non-complying sign removed by October 1, 2007.
4. All improvements must meet any and all applicable codes of the Town of Lake Park Town and the State of Florida building code and must be approved by the Community Development Department.
5. Funds to be paid will be on a reimbursement basis to the applicant following completion of the work as approved by the Community Development Department and all paid invoices relating to the project have been submitted to the Department.
6. Reimbursable expenses are for costs incurred in the removal of the non-complying sign; sign design costs; the cost of the physical sign and its appendages; and the placement of the sign on the property. The final decision for reimbursable expenses shall be determined by the Director of Community Development.
7. The applicant will be required to provide at least \$500 towards the cost of the sign. If the cost of the sign exceeds \$500 the applicant may apply to have the remaining balance reimbursed with 50% coming from the Regions Grant and 50% coming from the Façade Improvement Grant (CRA) but in no case may the total grant award from all sources exceed \$1000.
8. Applicant will be required to provide three estimates.
9. Available funds are on a first come, first serve basis.



Economic Development Office

P.O. Box 1989

West Palm Beach, FL 33402-1989

(561) 355-3624

FAX: (561) 355-6017

www.pbcgov.com/pubinf/edo

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman, P.E.

*"An Equal Opportunity
Affirmative Action Employer"*

April 12, 2007

Patrick Sullivan, Director
Community Development
Town Hall
535 Park Avenue
Lake Park, Florida 33403

Dear Mr. Sullivan:

Enclosed are three (3) original copies of the Grant Agreement between Palm Beach County and the Town of Lake Park. Please sign, witness and return all three copies to my attention promptly by **Tuesday, May 22, 2007**. A copy of your organization's Certificate of Insurance is required. Please follow the insurance sample enclosed in this letter.

On Tuesday, June 19, 2007, the Grant Agreements will be presented to the Board of County Commissioners for approval. Upon approval, executed contracts will be mailed out with a Notice to Proceed. If you have any questions, please do not hesitate to contact me at 561-355-6835.

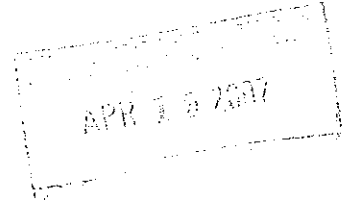
Sincerely,

Pamela L. Nolan

Pamela L. Nolan
Economic Development Specialist

c Kevin Johns, EDO Director

Attachments



CRA

**PALM BEACH COUNTY DEVELOPMENT REGIONS
GRANT AGREEMENT**

THIS AGREEMENT is made as of _____, 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 TOWN OF LAKE PARK, 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 thirty-nine thousand five hundred dollars (\$39,500).

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 four (4) 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 \$9,875 per full-time or equivalent job. The total grant award shall not exceed \$39,500. In the event the GRANTEE fails to create 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 and maintained. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs created 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 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, 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 **\$39,500** (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 20, 2008]. 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 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 (AOrdinance@), if GRANTEE=S employees or subcontractors are required under this contract to enter a Acritical facility@ as identified in Resolution R-2003-1274. The GRANTEE acknowledges and agrees that all employees and subcontractors who are to enter a Acritical 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:

Patrick Sullivan
Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3319
Fax: 561-881-3323
psullivan@lakeparkflorida.gov

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.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

ATTEST:

TOWN OF LAKE PARK, FLORIDA
BY ITS BOARD OF COMMISSIONERS:

By: _____
Title:

By: _____
Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

□ FILENAME \p H:\WPDATA\DR11-2007\Contracts\Lake Park.doc□

Exhibit A

**BUSINESS/PUBLIC IMPROVEMENT PROJECT
AND
PROJECT DESCRIPTION**

Project Name #1: Facade Improvement

Description: This is a public improvement project for the beautification of the Park Avenue Downtown District (PADD). The Town is hoping to rectify all the non-complying signs in the PADD in an attempt to bring them into conformity and beautify the area. A total of 91 business property owners have been identified to participate. Twelve of these properties are vacant. County funds will be matched dollar for dollar by Town and business property owners.

Location: Along Park Avenue from 7th to 10th Street and extending south of Park Avenue on the east side of 10th Street.

Performance Goal: Full-time or equivalent jobs to be created: 4
Full-time or equivalent jobs existing at time of contract: 0

Funding Sources:	Palm Beach County	\$ 39,500
	City/CRA	\$ 39,500
	Business Project	<u>\$ 39,500</u>
	Total Project Cost	\$118,500

Contact: Patrick Sullivan, Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3319
Fax: 561-881-3323
psullivan@larkparkflorida.gov

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

