



**I. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2006</u>	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>88,000</u>	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (PBC)	_____	_____	_____	_____	_____
In-Kind Match (PBC)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>88,000</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes  No

Budget Account No: Fund 1539 Department 764 Unit 1020 Object 8201  
 Program Code 0722

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

\* Source of \$88,000 is the BBIC Fund account 1539-764-1020-8201.

C. Departmental Fiscal Review:

*[Handwritten Signature]* 8/28/06

**III. REVIEW COMMENTS**

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

*Funds are included in FY2007 Proposed Budget*

*[Signature]* 9-5-06  
OFMB

*[Signature]* 9/6/06  
Contract Administration

*8883/06 m 08/31/06 PM 8-31/06 9/5/06*

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

*[Signature]* 9/7/06  
Assistant County Attorney

**C. Other Department Review:**

*[Signature]*  
Department Director

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

AN INCUBATION PROGRAM GRANT AGREEMENT BETWEEN

PALM BEACH COUNTY

AND

THE PALM BEACH COUNTY BLACK BUSINESS INVESTMENT CORPORATION (BBIC)

THIS Grant Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **The Palm Beach County Black Business Investment Corporation (BBIC)**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **2001 Broadway, Suite 250, Riviera Beach, FL 33404**, hereinafter referred to as the "GRANTEE", whose Federal I.D. number is **592829862**.

WHEREAS, Palm Beach County and the GRANTEE desire to assist small and start-up businesses by providing the services specified in Exhibit A of this Agreement; and

WHEREAS, Palm Beach County desires to engage the GRANTEE to implement such undertakings of the Palm Beach County Incubation Program, hereinafter referred to as "PROGRAM" in order to foster a stronger and more balanced economy in Palm Beach County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**Recitals**

The foregoing recitals are correct and true at the time of execution of this Agreement and are incorporated herein by reference:

**PART I  
TERMS OF THE AGREEMENT**

**Scope of Services**

The GRANTEE shall, in a satisfactory and proper manner as determined by the COUNTY, perform the tasks necessary to complete the Scope of Services outlined in Exhibit "A", submit invoices using the cover sheet as shown in Exhibit "B", and provide reports as shown in Exhibit "C", which are attached hereto and made a part hereof.

**Effective Date and Term**

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2006. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30<sup>th</sup> day of September, 2007.

**Grant Amount**

The GRANTEE will be eligible for a grant amount not to exceed **\$88,000 (eighty-eight thousand dollars)**, which shall be payable in accordance with the terms of this Agreement and the eligible expenses outlined in Exhibit "A." Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

**Performance Period**

The GRANTEE shall have twelve (12) months from the effective date of this Agreement to fulfill the obligations as scheduled in Exhibit "A." Said services shall be performed in a manner satisfactory to COUNTY. **In any event, all services required hereunder shall be completed by the GRANTEE no later than September 30, 2007.**

**Eligible Reimbursements**

The grant funds available under this Agreement shall be provided only for reimbursement expenses associated with the GRANTEE's operational expenses as set forth in Exhibit "A."

**Method of Payment**

The COUNTY agrees to make payments and to reimburse the GRANTEE for all eligible expenses, as described in Exhibit "A", permitted by COUNTY guidelines up to the maximum compensation set forth above. In no event shall the COUNTY provide advance funding to the GRANTEE or any subcontractor hereunder. The GRANTEE will bill the COUNTY on a monthly basis, or as otherwise provided, for expenses actually incurred and paid. **The amount billed in any month shall not,**

however, exceed 1/12th of the total Agreement amount or \$7,333. However, incremental billings for partially completed items are permitted as long as the total billings do not exceed the estimated percentage of completion as of the billing date.

All requests for reimbursements shall include copies of paid invoices, canceled checks, or other documentation acceptable to the Palm Beach County Office of Financial Management & Budget and the Finance Department of the Clerk of the Circuit Court, and shall be sufficient to adequately describe the expenses and establish that the expense was actually incurred directly by the GRANTEE. Invoices should be submitted to the COUNTY for approval **within thirty (30) days** following the month in which the expense was incurred. Invoices shall **not** be honored if received by the Palm Beach County Finance Department **later than forty-five (45) days** after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement.

#### **Budget Changes**

GRANTEE may change each budget line item, as described in Exhibit "A", up to ten percent (10%) without written approval. For budget line item changes of more than ten percent (10%), GRANTEE must submit a letter of request to the Economic Development Office prior to the budget change. The Economic Development Office shall submit a written approval to GRANTEE before proceeding with the budget changes. The total budget amount and the budget line items shall remain the same.

#### **Conditions on which Payment is Contingent**

A. **Financial Accountability**

The COUNTY as it deems necessary, may at any time review the GRANTEE's financial systems, or conduct an audit of the GRANTEE or any of its subcontractors, to determine the capability of the GRANTEE to fiscally manage the Scope of Services in accordance with COUNTY requirements.

B. **Subcontracts**

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the COUNTY.

C. **Reports**

Reports shall be submitted to the COUNTY, postmarked no later than fourteen (14) days after the end of the reporting period, as outlined in Exhibit "C". The reports shall be to the satisfaction of the COUNTY and be subject to verification. The COUNTY reserves the right to request additional reports that are reasonable and fair from the GRANTEE, for any previous periods funded by the COUNTY upon ten (10) business days notice. The final report produced and submitted by the GRANTEE will reflect quarterly and cumulative figures.

D. **Prior Written Approvals**

The following, among others, require the prior written approval of the COUNTY to be eligible for reimbursement or payment:

- (i) All subcontracts and/or agreements pursuant to this Agreement; and
- (ii) All capital equipment expenditures of \$1,000 or more.

## **PART II GENERAL CONDITIONS**

#### **Opportunities for Residents and Civil Rights Compliance**

The GRANTEE agrees that no person shall, on the grounds of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement. To the greatest extent feasible, low-income residents of the COUNTY shall be given opportunities for training and employment; and to the greatest extent feasible, businesses located in or owned by persons residing in the COUNTY shall be awarded contracts in connection with this Grant.

#### **Opportunities for Small and Minority/Women-Owned Business Enterprises**

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the GRANTEE shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum

extent feasible, these small and minority/women-owned business enterprises shall be located in and/or owned by residents of Palm Beach County.

**Contract Documents**

The following documents are herein incorporated by reference or made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- A. This Agreement including its Exhibits;
- B. Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- C. The Drug-Free Workplace Act of 1988, as amended;
- D. The GRANTEE's Policies and Procedures Manuals, and Job Descriptions;
- E. The GRANTEE's Articles of Incorporation and Bylaws;
- F. The GRANTEE's Certificate of Insurance;
- G. Current list of the GRANTEE's Officers and members of Board of Directors;
- H. Proof of GRANTEE's 501(c)(4) certification from Internal Revenue Service (IRS); and
- I. Florida Statute 112.061, relating to per diem, travel.

All of these documents will be maintained on file by the GRANTEE. The GRANTEE shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

**Federal and State Tax**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the GRANTEE. GRANTEE shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the GRANTEE authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The GRANTEE shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

**Governing Law and Venue**

This Agreement shall be performed in accordance with applicable Federal, State, COUNTY laws, ordinances and codes. These represent minimum regulations which may be supplemented by more restrictive guidelines set forth by the COUNTY. Venue in any action, suit or proceeding in connection with this Agreement shall lie in a Florida State Court of competent jurisdiction located in Palm Beach County.

**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.

**Construction of Agreement**

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 this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based on who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Recognition**

The GRANTEE shall include a reference to the financial support herein provided by the COUNTY in all publications and publicity. In addition, the GRANTEE shall make a good faith effort to recognize the COUNTY's support for all activities made possible with funds available under this Agreement.

**No Forfeiture**

The rights of the COUNTY under this Agreement shall be cumulative and failure on the part of the COUNTY to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

**Default**

In the event the GRANTEE fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in the Agreement, the COUNTY shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

**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.

**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.

**Termination**

This Agreement may be terminated by the GRANTEE upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the GRANTEE. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the GRANTEE. Unless the GRANTEE is in breach of this Agreement, the GRANTEE shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the GRANTEE shall stop work on the date and to the extent specified.

**Amendments**

The COUNTY may, at its discretion, amend this Agreement to conform to changes required by Federal, State, or COUNTY guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

**Personnel**

The GRANTEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the services required herein under shall be performed by the GRANTEE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the GRANTEE's personnel (and all Subcontractors) while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

**Evaluation and Monitoring**

The GRANTEE agrees that the COUNTY will carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement and comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports, and output measures. The GRANTEE shall submit information and status reports required by the COUNTY, on forms approved by the COUNTY. The GRANTEE shall allow the COUNTY to monitor the GRANTEE on site. Such visits may be scheduled or unscheduled as determined by the COUNTY.

**Insurance**

GRANTEE shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. GRANTEE shall agree to provide the COUNTY with at least ten (10) days prior notice of any

cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY's review or acceptance of 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 this Agreement.

A. ***Commercial General Liability***

GRANTEE shall maintain Commercial General Liability at a limit of liability not less than **\$500,000 Each Occurrence**. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. GRANTEE shall provide this coverage on a primary basis.

B. ***Business Automobile Liability***

GRANTEE shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000 Each Accident** for all owned, non-owned and hired automobiles. In the event GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing GRANTEE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. GRANTEE shall provide this coverage on a primary basis.

C. ***Worker's Compensation Insurance & Employers Liability***

GRANTEE shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. GRANTEE shall provide this coverage on a primary basis.

D. ***Additional Insured***

GRANTEE shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The **Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."** GRANTEE shall provide the Additional Insured endorsements coverage on a primary basis.

E. ***Certificate(s) of Insurance***

Prior to execution of this Agreement, GRANTEE shall deliver to the COUNTY's representative as identified in the *Notice Article*, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. **Such Certificate(s) of Insurance shall include a minimum ten (10) days endeavor** to notify due to cancellation or non-renewal of coverage. The **Certificate of Insurance shall be issued to "Palm Beach County, C/O Economic Development Office, 301 N. Olive Avenue, 10<sup>th</sup> Floor, West Palm Beach, FL 33401."**

F. ***Right to Review***

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**Indemnification**

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, 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 performance of the terms of this Agreement or due to the acts or omissions of the GRANTEE.

**Successors and Assigns**

The COUNTY and the GRANTEE each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the GRANTEE shall assign, sublet, convey or transfer its interest in this Agreement

without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the GRANTEE.

**Remedies**

This Agreement shall be governed by the laws of the State of Florida. Any legal action 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, 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.

**Conflict of Interest**

The GRANTEE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

The GRANTEE further represents that no person having any such conflict of interest shall be employed for said performance of services. The GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with the PROGRAM has any personal financial interest, direct or indirect, in the activities that will be provided under this Agreement, which would conflict in any manner or degree with the performance of this Agreement.

The GRANTEE shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the GRANTEE's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the GRANTEE may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would constitute a conflict of interest if entered into by the GRANTEE. The COUNTY agrees to notify the GRANTEE of its opinion by certified mail within thirty (30) days of receipt of notification by the GRANTEE. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the GRANTEE, the COUNTY shall so state in the notification and the GRANTEE shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the GRANTEE under the terms of this Contract.

**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 embargoes, and abnormally severe and unusual weather conditions.

**Arrears**

The GRANTEE shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The GRANTEE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**Independent Contractor Relationship**

The GRANTEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the GRANTEE'S sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**Access and Audits**

The GRANTEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the GRANTEE's place of business.

**Non Discrimination**

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.

**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 provision, 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.

**Public Entity Crimes**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the GRANTEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**Availability of Funds**

The COUNTY's obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners.

**County Funded Programs**

COUNTY funding can be used to match grants from other non-COUNTY sources; however, the GRANTEE cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

**Notice**

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 the COUNTY, notices shall be addressed to:

**Kevin Johns, AICP, Economic Development Director**  
Economic Development Office  
301 North Olive Ave., 10<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
Phone (561) 355-3624  
Fax (561) 355-6017

With a copy to:

**Dawn Wynn, Assistant County Attorney**  
County Attorney Office  
P.O. Box 1989  
West Palm Beach, Florida 33402-1989

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

**John Howard, Executive Director**  
2001 Broadway, Suite 250  
Riviera Beach, FL 33404  
Phone (561) 845-8055  
Fax (561) 863-0897

**Entirety of Contractual 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 in accordance with Article - Modifications of Work.

**Criminal History Records Check**

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE's employees or subcontractors are required under this contract to enter a "critical facility" (if applicable) as identified in Resolution R-2003-1274. The GRANTEE acknowledges and agrees that all employees and subcontractors who are to enter a "critical 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.

**Regulations; Licensing Requirements**

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. GRANTEE 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.

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 and seal the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS

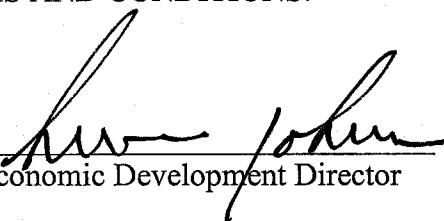
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

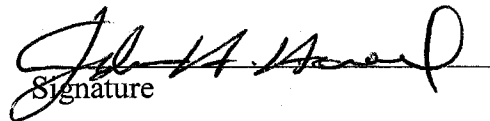
APPROVED AS TO  
TERMS AND CONDITIONS:

By:   
Assistant County Attorney

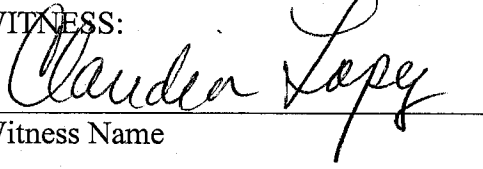
By:   
Economic Development Director

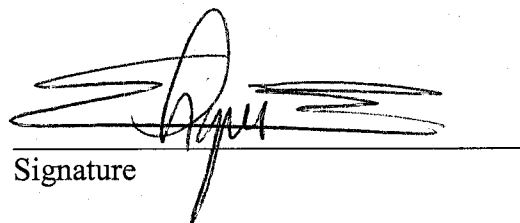
GRANTEE:  
PBC Black Business Investment Corporation (BBIC)

By: John Howard, President  
Representative

  
Signature

(CORPORATE SEAL)

WITNESS:  
  
Witness Name

  
Signature

**EXHIBIT A**

**SCOPE OF SERVICES**

**BLACK BUSINESS INVESTMENT CORPORATION PROGRAM OBJECTIVES**

- a) To provide business loans, bonding, equity capital and other business services to businesses owned by black citizens for the purpose of developing economic parity for Black businesses and new job opportunities within the Black community in Palm Beach County.
- b) To develop partnerships with public and private investors, and financial institutions to garner funds for the BBIC lending program in Palm Beach County.

The GRANTEE agrees to meet the above objectives and complete the deliverables specified for the following performance measures:

<b>PERFORMANCE MEASURES</b>	<b>FY 2007 DELIVERABLES</b>
Total Amount in Business Loans Approved by Banks	\$1,300,000
Number of Clients Served	340
Number of New Full-Time Jobs Created and Retained	140
Number of Loans	10

**BUDGET AND ELIGIBLE EXPENSES**

The COUNTY agrees to provide technical assistance to ensure that the GRANTEE will be in compliance with applicable State, Federal and COUNTY regulations and this Agreement, and to provide funding totaling \$88,000 as specified in the following eligible expenses:

<b>EXPENDITURES</b>	<b>BUDGET</b>
Salaries & Benefits	75,000
Payroll Taxes	6,000
Rent	7,000
<b>TOTAL</b>	<b>\$88,000</b>

**EXHIBIT B**

**LETTERHEAD STATIONERY**

DATE:

TO: Kevin Johns, AICP, Economic Development Director  
Economic Development Office  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, Florida 33401

FROM: Name of GRANTEE  
Address  
Telephone

SUBJECT: Reimbursement Request No.-  
Contract No.-

---

Attached, you will find Invoice #\_\_\_\_, requesting reimbursement in the amount of \$ \_\_\_\_\_.  
The expenditures for this invoice covers the period of \_\_\_\_\_ through \_\_\_\_\_. You will also  
find attached, back-up original documentation relating to the expenditures being involved.

Signature

**EXHIBIT C  
REPORTING FORM**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Reporting Period: \_\_\_\_\_ Quarter

**PART I FINANCIAL INFORMATION**

	FISCAL YEAR 2007				
	1 <sup>st</sup> Qtr.	2 <sup>nd</sup> Qtr.	3 <sup>rd</sup> Qtr.	4 <sup>th</sup> Qtr.	Year-to-Date
	October 1 to December 31	January 1 to March 31	April 1 to June 30	July 1 to September 30	2007
<b>FINANCE SOURCES</b>					
City/County/State/Federal Governments					
University /Colleges					
Community organizations					
For-profit org. / Financing institutions					
Other (specify)					
<b>TOTAL</b>					

**PART II PERFORMANCE OUTCOME**

This summary of activities will be supported with the Job/Loan/Assistance Information specified below.

PERFORMANCE MEASURES	FISCAL YEAR 2005				
	OCT. 1 TO DECEMBER 31	JANUARY 1 TO MARCH 31	APRIL 1 TO JUNE 30	JULY 1 TO SEPTEMBER 30	YTD
Number of bank loans for <b>existing businesses</b> and					
Amount approved					
Number of bank loans for <b>start-up businesses</b> and					
Amount approved					
<b>Total No. bank loans approved and</b>					
<b>Total loan amount</b>	\$	\$	\$	\$	\$
Amount of loan guarantees provided to <b>existing businesses.</b>					
Amount of loan guarantees provided to <b>start-up businesses.</b>					
<b>Total amount of loan guarantees</b>	\$	\$	\$	\$	\$
No. loans that defaulted					
Amount of loan guarantee loss	\$	\$	\$	\$	\$
No. Clients assisted					
No. Jobs created and/or retained					

**JOB/LOAN/ASSISTANCE INFORMATION** (Use one form per business)

DESCRIPTION	DETAILS
<b>Business Information</b>	
Name	
Location (City, County)	
Type of Business (Start-up or Existing)	
Service offered by the business	
<b>Loan &amp; Investment Information</b>	
Name of Financing Institution	
Bank Loan Amount	
Amount Guaranteed by BBIC	
Loan Term	
Interest Rate	
Loan close date	
Amount of Private Investment (not including loan)	
Total Project Cost	
<b>Job Creation/Retention Information</b>	
<b>A. Prior to Loan</b>	
# Existing full-time jobs	
# Existing part-time jobs	
<b>Total Existing Jobs</b>	
<b>B. After Loan</b>	
# New full-time jobs	
# New part-time jobs	
<b>Total New Jobs</b>	

# BBIC

**Palm Beach County**

**Black Business Investment Corporation**

2001 Broadway, Suite 250, Riviera Beach, Florida 33404 (561) 845-8055

Bank of America

SunTrust Bank

Wachovia Bank

First National Bank  
& Trust Company

Colonial Bank

Bankers Trust

Fidelity Federal  
Bank & Trust

Beach Bank

Palm Beach National  
Bank & Trust Co.

Riverside National  
Bank

Indian River Federal  
Savings Bank

American Bank of  
Martin County

Washington Mutual

PNC Bank

Citrus Bank of Vero  
Beach

Port St. Lucie  
National Bank

SouthTrust Bank

Enterprise National  
Bank

U.S. Trust Company

Regions Bank

July 24, 2006

07-28-06A09:18 RCVD

Ms. Claudia Lopez  
Economic Development Specialist  
Palm Beach County  
P.O. Box 1989  
West Palm Beach, Florida 33402

Dear Ms. Lopez,

We are requesting funding, in the amount of \$88,000, for our organization, Palm Beach County Black Business Investment Corporation (PBCBBIC), for fiscal year 2006 / 2007.

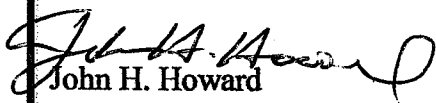
Attached you will find the following:

1. Proposed budget for FY 2006/2007.
2. Certificates of insurance.
3. Proposed deliverables for FY 2006/2007.
4. Workers Compensation letter.

Also enclosed, you will find our projected performance for the 4<sup>th</sup> quarter of Fy 2005/2006.

Thanks very much for your help throughout the year. Please contact me if you need additional information.

Sincerely,

  
John H. Howard  
President

JHH/ch



**Palm Beach County**  
**Black Business Investment Corporation**  
2001 Broadway, Suite 250, Riviera Beach, Florida 33404 (561) 845-8055

SCOPE OF SERVICES

Performance Measures 2006 / 2007

1. Total Amount of business loans	-	\$ 1,300,000
2. Number of Clients served		340
3. Number of Jobs created or retained		140
4. Number of Loans	-	10

**PBCBBIC BUDGET**  
FY 2006 / 2007

<u>Line Item Budget</u>	<u>PBC County Budget Request</u>	<u>PBCBBIC Total Budget</u>
1. Salaries & Benefits	\$ 75,000	\$ 115,000
2. Rent / Lease	7,000	16,000
3. Payroll Taxes	6,000	23,000
4. Equipment / Supplies		12,000
5. Telephones / Utilities		5,000
6. Travel / Conferences		10,000
7. Professional Services		13,000
	<hr/>	<hr/>
	\$ 88,000	\$ 194,000

Total Budget: \$ 282,000



**Palm Beach County**  
**Black Business Investment Corporation**  
2001 Broadway, Suite 250, Riviera Beach, Florida 33404 (561) 845-8055

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<u>PERFORMANCE</u>	<u>FY2006</u>	<u>ACTUAL</u>	<u>PROJECTIONS</u>	<u>TOTAL PROJECTED</u>
<u>MEASURES</u>	<u>CONTR</u>	<u>10/01/05</u>	<u>8/01/06</u>	<u>PERFORMANCE</u>
		<u>7/30/06</u>	<u>9/30/06</u>	<u>THROUGH 9/30/06</u>

Total amount in  
Business loans  
Approved by  
Banks

\$1,300,000    \$1,045,000    \$172,000    \$1,217,000

Number of  
Clients served

340    334    56    390

Number of new  
Full-time jobs  
Created and/or  
Retained

140    49    36    85

Number of loans

10    5    2    7

# BBIC

**Palm Beach County**

**Black Business Investment Corporation**

2001 Broadway, Suite 250, Riviera Beach, Florida 33404 (561) 845-8055

Bank of America

SunTrust Bank

Wachovia Bank

First National Bank  
& Trust Company

Colonial Bank

Bankers Trust

Fidelity Federal  
Bank & Trust

Beach Bank

Palm Beach National  
Bank & Trust Co.

Riverside National  
Bank

Indian River Federal  
Savings Bank

American Bank of  
Martin County

Washington Mutual

PNC Bank

Citrus Bank of Vero  
Beach

Port St. Lucie  
National Bank

SouthTrust Bank

Enterprise National  
Bank

U.S. Trust Company

Regions Bank


July 24, 2006

Ms. Claudia Lopez  
Economic Development Specialist  
Palm Beach County  
P.O. Box 1989  
West Palm Beach, Florida 33402

Dear Ms. Lopez,

Palm Beach County Black Business Investment Corporation (PBCBBIC) is a non-profit Corporation, formed in 1985. PBCBBIC is staffed by one employee and does not require Workers Compensation Insurance.

Sincerely,

  
John H. Howard  
President

JHH/ch

**American International Companies<sup>®</sup>**

Insurance Provided by Members of American International Group, Inc.

CUSTOMER SERVICE CENTER

Auto Policy Number: 519-17-36

August 1, 2006

John Howard  
626 Clear Lake Ave  
West Palm Beach, FL 33401

Dear Sir or Madam:

This letter will confirm that the individual(s) named below has an automobile insurance policy for the term shown below with National Union Fire Insurance Company of Pitt, PA.

The policy is currently in force and there has been no lapse in coverage.

**Insured:** John Howard, Christine Howard  
**Term:** 08/01/06 - 02/01/07  
**Vehicle:** 1997 Cadillac Deville; 2002 Lexus LS 430  
**VIN:** 1G6KD52Y6VU221747, JTHBN30F420061482

If you have any questions, we're here to help. Just call our Customer Service Center, toll free at 1-800-672-9569.

Sincerely,

Tim Fenu  
Director of Operations

cs-130.06 11-03

**ONE AIG CENTER \* WILMINGTON DE \* 19803**

Underwritten by member companies of American International Group, Inc.: AIG Insurance Company - American International Insurance Company  
American International Insurance Company of California, Inc. - American International Insurance Company of New Jersey  
American International South Insurance Company - American Home Assurance Company - Birmingham Fire Insurance Company of PA -  
Illinois National Insurance Company - The Insurance Company of the State of Pennsylvania - Minnesota Insurance Company -  
National Union Fire Insurance Company of Pittsburgh, PA - American International Insurance Company of Delaware

**CERTIFICATE OF INSURANCE**



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder BLACK BUSINESS INVESTMENT CORP  
 Address of policyholder 2001 BROADWAY STE 250, RIVIERA BEACH, FL 33404  
 Location of operations SAME  
 Description of operations BUSINESS-OFFICE

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
98-76-5741-6 B	Comprehensive Business Liability	01/11/06	01/11/07	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 500,000 General Aggregate \$ 1,000,000 Products - Completed Operations Aggregate \$ 1,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	Effective Date	Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED

PALM BEACH COUNTY  
 C/O ECONOMIC DEVELOPMENT OFFICE  
 301 N OLIVE AVE OFC  
 WEST PALM BEACH, FL 33401

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

*Juan J. Williams*  
 Signature of Authorized Representative  
 AGENT 01/18/2006  
 Title Date  
 JUAN J. WILLIAMS  
 Agent Name  
 Telephone Number 561-881-7211

Agent's Code Stamp  
 Agent Code 2435  
 AFO Code 595

Attr. - Claudia Lopez