

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: 10/2/2007

Consent

Regular

Workshop

Public Hearing

Submitted By: Economic Development Office

**I. EXECUTIVE BRIEF**

**Staff recommends motion to approve:** A Grant Agreement with The Business Loan Fund (BLF) of the Palm Beaches, Inc. in the amount of \$240,000 from October 1, 2007 to September 30, 2008. **SUMMARY:** This Grant Agreement with the BLF will provide for operational expenses necessary to continue providing consulting services and financial assistance to start-up and existing small businesses and community development organizations in Palm Beach County who cannot otherwise secure conventional financing. The scope of services for FY 2007/2008 include: (a) providing 30 micro and small business loans, and 8 real estate loans for a total amount of \$1,062,119; (b) offering technical assistance to 280 clients; (c) creating 40 new full-time equivalent jobs and retaining 40 full-time equivalent jobs; (d) increasing the loan fund by 10%; and (e) report of return on investment. The BLF exceeded four (4) out of five (5) performance measures in its existing Agreement (R2006-2059). Countywide (DW)

**Background and Policy Issues:** The BLF was created as a result of endorsements from the 1993 Economic Development Summit and is an important component of the Palm Beach County Economic Development Program. The BLF is a non-profit financial intermediary lending institution that has made capital accessible to micro enterprises, small businesses and community redevelopment projects in Palm Beach County since 1999. The BLF provides four types of loans: mini-micro, micro, small and commercial real estate.

The BLF's results for the last agreement (R2006-2059):

Performance Measures Economic Impact	FY 2006/2007 Contracted	Actual numbers 10/1/06-07/31/07	Projected numbers for 08/01/07 - 9/30/07	Total Projections by Contract-end (9/30/07)
No. business loans	37	55	8	63
Total loan amount	\$800,000	\$1,800,791.44	\$200,000	\$2,000,791.44
Clients Assisted	250	1028	305	1,333
FTE's Created	45	112	4	116
FTE's Retained	40	126	5	131
Loan fund increased by	7%	<16.9%>	N/A	<16.9%>

**Attachments:**

1. FY 2007/2008 Grant Agreement
2. FY 2006/2007 Site Visit

Recommended By: \_\_\_\_\_

*[Signature]*  
Economic Development Director

8/6/07  
Date

Approved By: \_\_\_\_\_

*[Signature]*  
Assistant County Administrator

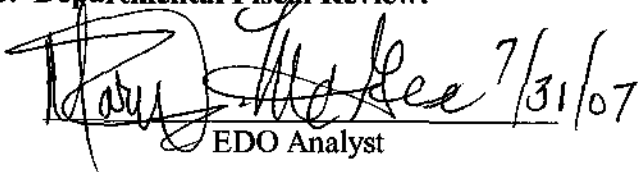
Date

**I. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>\$240,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$240,000*</u></b>	0	0	0	0
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included In <sup>Proposed</sup> <del>Current</del> Budget? Yes <u>x</u> No					
Budget Account No: Fund <u>1539</u> Department <u>764</u> Unit <u>1040</u> Object <u>8201</u>					
Program Code <u>0726</u>					

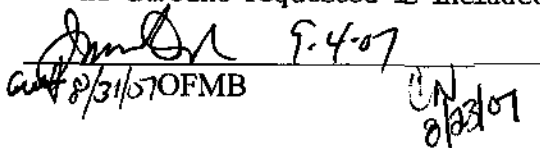
**B. Departmental Fiscal Review:**

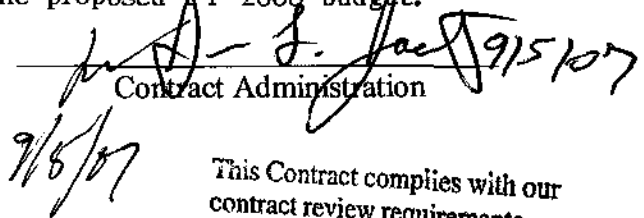
  
 EDO Analyst 7/31/07

**III. REVIEW COMMENTS**

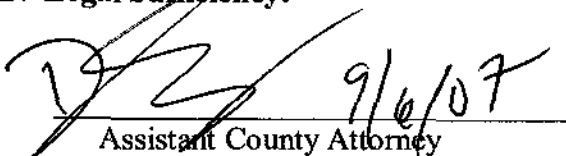
**A. OFMB Fiscal and/or Contract Administration Comments:**

The amount requested is included in the proposed FY 2008 budget.

  
 8/31/07 OFMB

  
 Contract Administration 9/5/07

**B. Legal Sufficiency:**

  
 Assistant County Attorney 9/6/07

This Contract complies with our contract review requirements.

**C. Other Department Review:**

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

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

**A GRANT AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
THE BUSINESS LOAN FUND OF THE PALM BEACHES, INC.**

THIS Grant Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and the **Business Loan Fund (BLF) of the Palm Beaches, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **2110 North Florida Mango Road, 2<sup>nd</sup> Floor, West Palm Beach, FL 33409**, hereinafter referred to as the GRANTEE, whose Federal I.D. number is 593392460.

WHEREAS, Palm Beach County and the GRANTEE desire to provide the services specified in Exhibit A of this Agreement; and

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 assistance and support to small businesses is essential to providing a stronger more balanced and stable economy in Palm Beach County; and

WHEREAS, the GRANTEE's purpose is to loan monies to small businesses in Palm Beach County; and

WHEREAS, the Board of County Commissioners has determined that the GRANTEE will fill an existing void by lending to businesses in Palm Beach County, which cannot otherwise secure conventional financing; and

WHEREAS, the Board of County Commissioners has determined that the GRANTEE is able to provide such assistance and support, as set forth by the terms of this Agreement, to small businesses within various geographic areas; and

WHEREAS, the Board of County Commissioners has determined that it is in the public's best interest to award a grant to the GRANTEE pursuant to the terms of this Agreement.

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 2007. 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 2008.

**Grant Amount**

The GRANTEE will be eligible for a grant amount not to exceed **two hundred forty thousand dollars (\$240,000)**, 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 identified 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, 2008.**

### **Eligible Reimbursements**

The grant funds available under this Agreement shall be provided only for the reimbursement of expenses associated with the GRANTEE's operational expenses as set forth in Exhibit "A." Any travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes.

### **Method of Payment**

The COUNTY agrees to make payments and to reimburse the GRANTEE for all eligible expenses, as described in Exhibit "A", and as 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 \$20,000.** However, the GRANTEE may submit a cumulative billing request for more than the sum of \$20,000, if the preceding month's billing did not equal the 1/12th share, or if requested in writing by the GRANTEE and agreed to by the COUNTY's Economic Development Director.

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**

Requests for budget changes must be made in writing by the GRANTEE to the Economic Development Director. Changes to the budget line items, as described in Exhibit "A," may be approved up to ten percent (10%) of the agreement amount, in writing, by the Economic Development Director at his/her discretion during the contractual period. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

### **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 semi-annual and cumulative figures and shall be submitted no later than thirty (30) days after the end date of this Agreement.

#### **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;
- (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 Agreement.

**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 or owned by residents of any areas so designated by Palm Beach County.

**Contract Documents**

The following documents are herein incorporated by reference or made a 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 this 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)(3) certification from the Internal Revenue Service (IRS); and
- I. Florida Statute, section 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).

Florida Department of Management Services, Division of Purchasing  
4050 Esplanade Way, Tallahassee, FL 32399-0950  
(850) 488-8440

[http://dms.myflorida.com/dms/purchasing/convicted\\_suspended\\_discriminatory\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/dms/purchasing/convicted_suspended_discriminatory_vendor_lists/convicted_vendor_list)

**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, 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's Office  
301 N. Olive Ave (6<sup>th</sup> floor)  
West Palm Beach, FL 33401**

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

**Raoul Pierre-Louis, Interim Executive Director  
1016 N. Dixie Highway, 2<sup>nd</sup> Floor  
West Palm Beach, FL 33401  
Phone (561) 838-9027  
Fax (561) 838-9029**

**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: \_\_\_\_\_  
Addie Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

APPROVED AS TO  
TERMS AND CONDITIONS:

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Economic Development Director

**GRANTEE: The Business Loan Fund (BLF) of the Palm Beaches, Inc.**

By: \_\_\_\_\_  
GRANTEE Representative  
Print Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

**EXHIBIT A**  
**SCOPE OF SERVICES**

**BUSINESS LOAN FUND PROGRAM OBJECTIVES**

- A. To work with area public and private investors (such as banks, foundations, agencies and units of government) to garner funds to capitalize the countywide loan fund that would service the economically and socially disadvantaged small business located in Palm Beach County.
- A. To provide loan processing technical assistance to qualified micro-enterprises, small businesses and redevelopment projects that benefit the low and moderate-income individuals and neighborhoods.
- B. To provide affordable loans with flexible terms in the following categories: micro loans, small business loans, and commercial real estate loans.

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

PERFORMANCE MEASURES	FY 2008 DELIVERABLES
Number of micro and small business loans	30
Number of real estate loans	8
Total dollar amount of new loans approved	\$1,062,119
Number of clients who received technical assistance	280
New Full-time / equivalent jobs created	40
Job Retention	40
Lending capacity was increased by:	10%

**BUDGET AND EXPENDITURES**

**I. The COUNTY agrees to:**

A. Provide funding for the following expenses:

EXPENDITURES	BUDGET
Personnel Services	\$183,237.00
General Operations	\$35,000.00
Contractual Expenses	\$8,000.00
Office Supplies	\$7,000.00
Capital Outlay	\$1,000.00
Client Outreach	\$5,763.00
<b>Total Funding Available for allocation</b>	<b>\$240,000.00</b>

B. Provide technical assistance to ensure compliance with applicable State, Federal and COUNTY regulations and this Agreement.

**EXHIBIT B**  
**LETTERHEAD STATIONERY**

DATE:

TO: Kevin Johns, 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.-

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Attached, you will find Invoice #\_\_\_\_\_, requesting reimbursement for \$\_\_\_\_\_.  
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 \_\_\_\_\_

Name & Title \_\_\_\_\_ Signature \_\_\_\_\_

**Reporting Periods:** Two semi-annual reports and one cumulative report.

- October 1, 2007 through March 30, 2008 (Due on April 16, 2008)
- April 1, 2008 through September 30, 2008 (Due on October 15, 2008)
- Cumulative Report: Oct. 1, 2007 thru Sept. 30, 2008 (Due on October 15, 2008)

**PART I FINANCIAL INFORMATION**

A. The Business Loan Fund (BLF) of the Palm Beaches, Inc. must attach their Balance Sheet/Financial Statement, generated by an accounting firm, as of the last day of each semi-annual period (March 30<sup>th</sup> and September 30<sup>th</sup>).

B. Describe the sources and application of the Business Loan Fund available during FY 2008.

<b>Description of Sources and Uses Business Loan Fund FY 2008</b>		
<b>SOURCES</b>	<b>Amount</b>	<b>Percentage</b>
Community Development Lending	\$54,670.00	3.45%
Housing and Community Development (HCD)	\$209,057.00	13.18%
Small Business Administration	\$437,406.00	27.57%
Community Development Financial Institution (CDFI)	\$429,784.00	27.09%
Rural Development	\$243,306.00	15.34%
Interest Income	\$138,210.00	8.72%
Other Organizations (Please Specify)	\$74,152.00	4.65%
<b>TOTAL</b>	<b>\$1,586,585.00</b>	<b>100%</b>

<b>USES</b>	<b>Amount</b>	<b>Percentage</b>
Rural Development Intermediary Re-Lending Program (IRP)	\$316,259.44	20%
Mini, Micro and Small Business Loans (Non CDBG Programs)	\$191,949.00	12%
Commercial Real Estate Loans	\$390,000.00	25%
CDBG Micro Loans	\$150,000.00	9%
Other Types of Loans (Please Specify)	\$321,360.56	20.3%
Loan Losses and/or Loan Loss Projections	\$50,000.00	3.16%
Loan Reserves	\$110,460.66	6.97%
Interest Payment on Loans	\$56,556.00	3.57%
<b>TOTAL</b>	<b>\$1,586,585.00</b>	<b>100%</b>

**PART II. CLIENT INFORMATION**

Attached is a client information form that will provide information to Palm Beach County, concerning the clients awarded with loans during the FY 2008. Use one column per business. Use more than one page if necessary.

See the attachment that is titled – Part 2 Client Information Form – Annual Report

**PART III PROGRAM OUTCOME FOR FISCAL YEAR 2007**

Report the following:

<b>FY 2007</b>	<b>Number of Loans Approved &amp; Funded</b>	<b>Dollar Amount in Approved Loans</b>
Micro Loans	3	10,000.00
Small Business Loans	35	828,820.44
Real Estate Loans	17	961,971.00
<b>Totals</b>	<b>55</b>	<b>\$1,800,791.44</b>
ADDITIONAL LOAN APPLICATIONS PROJECTED TO CLOSE BETWEEN AUGUST 1, 2007 – SEPTEMBER 30, 2007	8	\$200,000.00
<b>Total Loans and Projections for FY 2007</b>	<b><u>63</u></b>	<b><u>\$2,000,791.44</u></b>

<b>Clients Assisted and Full-Time Job Information</b>	
Number of Clients Assisted ( <i>Pre-Loan</i> )	578
Number of Clients Assisted ( <i>Post-Loan</i> )	450
Total Number of New Full-Time Jobs Created	112
Total Number of Full-Time Jobs Retained	126

\* **One full-time equivalent (FTE) job:**

Equals one job totaling 2,080 hours annually or two or more jobs/positions that together total 2,080 hours per year.

**How to calculate full-time / equivalent jobs FOR EACH BUSINESS:**

Calculate the total hours worked for each worker: # hrs/week multiplied by total # weeks worked. Add the total # hours worked collectively to obtain the total # hours worked. Divide the total # of hours worked by 2,080 hours to obtain the number of FTE jobs.