



**II. 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>0</u>	<u>552,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>(552,000)</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>==</b>	<b>==</b>	<b>==</b>	<b>==</b>	<b>==</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	---	---	---	---	---
Is Item Included In Current Budget?	Yes <u>x</u>	No	No	No	No


Budget Account No: Fund 1101 Agency 143 Org. 1431 Object 8201  
 Program Code/Grant Year: BG70 / GY08

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

*cc awhilite 9-17-08*  
*9/16/2008* OFMB  


*Mr. Jim J. [unclear] 9/17/08*  
 Contract Development and Control  
*9/19/08* These contracts comply with our review requirements.

**B. Legal Sufficiency:**

*Anne Delgent for Dawn Nymn 9/18/08*  
 Sr. Assistant County Attorney

**C. Other Department Review:**

*Edward B. [unclear]*  
 Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY**  
**AND**  
**THE BUSINESS & ECONOMIC DEVELOPMENT & REVITALIZATION CORPORATION**  
**OF PALM BEACH COUNTY, INC.**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Palm Beach County (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and **The Business & Economic Development & Revitalization (BEDR) Corporation of Palm Beach County, Inc.**, a non-profit corporation duly organized and authorized to do business in the State of Florida, having its principal office at **5725 Corporate Way, Suite 201, West Palm Beach, FL 33407**, and its **Federal Tax Identification Number as 650499595**, hereinafter referred to as the "GRANTEE."

**WHEREAS**, Palm Beach County has entered into an Agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, in accordance with the Annual Action Plan, and **THE BEDR CORPORATION** desire to provide the activities specified in Part II of this Agreement; and

**WHEREAS**, Palm Beach County desires to engage **THE BEDR CORPORATION** to implement such undertakings of the Community Development Block Grant Program.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

**PART I**  
**DEFINITION AND PURPOSE**

**1. DEFINITIONS**

- (1) "COUNTY" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program and / or Palm Beach County Economic Set Aside Program.
- (3) "EDO" means Palm Beach County Economic Development Office.
- (4) "GRANTEE" means **THE BEDR CORPORATION**.
- (5) "EDO Approval" means the written approval of the EDO Director or his designee.
- (6) "U.S. HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (7) "Low and moderate income persons" means the definition set by U.S. HUD.
- (8) "Held by or made available to" means the definition set by U.S. HUD.

**2. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the GRANTEE will implement the Scope of Services set forth in Part II of this Agreement. All businesses assisted as a result of this Agreement must meet HUD's definition of microenterprise (24 CFR 570.201(o)(1)) and the activity funded must meet a national objective in at least 51 percent (51%) of the jobs created through this Agreement must be held by, or made available to, low- and moderate-income persons.

**PART II**  
**SCOPE OF SERVICES**

The GRANTEE shall, in a satisfactory and proper manner as determined by EDO, perform the tasks outlined in Exhibit "A" and submit invoices using the cover and expense sheets in Exhibit "B", all of which are attached hereto and made a part hereof.

PART III  
**COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT**

1. **MAXIMUM COMPENSATION**

The GRANTEE agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and EDO Director or designee-approved expenditures and encumbrances made by the GRANTEE under this Agreement. Said services shall be performed in a manner satisfactory to EDO. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **eighty-eight thousand dollars (\$88,000)**. This Agreement shall commence on the **1st day of October 2008** and end on the **30th day of September 2009**. During this timeframe, the GRANTEE must use the CDBG funding awarded, in accordance with Exhibit "A." In addition, the grant award 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 automatically revert to the COUNTY.

Further budget changes within the designated Agreement amount can be approved in writing by the **EDO Director at his discretion up to ten percent (10%)** on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the GRANTEE to the EDO Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds. The effective date shall begin October 1, 2008, and the services of the GRANTEE shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be **completed by the GRANTEE by September 30, 2009**.

3. **METHOD OF PAYMENT**

The COUNTY agrees to reimburse the GRANTEE for all budgeted costs permitted by Federal, State, and County guidelines. In no event shall the COUNTY provide advance funding to the GRANTEE or any subcontractor hereunder.

Requests by the GRANTEE for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to EDO for approval no later than thirty (30) days after the date of payment by the GRANTEE. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the GRANTEE and EDO. Proof of payment and originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the GRANTEE must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by the Palm Beach County Economic Development Office 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. **Each monthly invoice submitted to EDO for reimbursement must be submitted using the Letterhead Stationary format and expense sheets as identified in Exhibit "B."**

4. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(1) **IMPLEMENTATION OF AGREEMENT ACCORDING TO REQUIRED PROCEDURES**

The GRANTEE shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by EDO. No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with EDO.

(2) **FINANCIAL ACCOUNTABILITY**

The COUNTY may have a financial systems analysis and/or an audit of the GRANTEE or any of its subcontractors performed by an independent auditing firm employed by the COUNTY or by the COUNTY Internal Audit Department at any time the COUNTY deems necessary to determine if this Agreement is being managed in accordance with Federal, State, and COUNTY requirements.

(3) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with County, State, and Federal guidelines and regulations must be submitted by the Company to EDO and approved by

EDO prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State, and County laws and regulations. Reimbursables will be at cost.

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 prior written approval of the EDO Director or his designee.

(4) PURCHASING

All purchases of goods and services shall be made by purchase order or by a written Agreement and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as 48 CFR Part 31 and 24 CFR Part 84.40-48, which are incorporated herein by reference.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent upon receipt of complete and accurate reports required by this Agreement, and in the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL COUNTY AND U.S. HUD REQUIREMENTS

The GRANTEE cannot submit requests for the same expenses to more than one funding source or under more than one program.

EDO shall have the right under this Agreement to suspend or terminate payments until the GRANTEE complies with any additional conditions that may be imposed by the COUNTY or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS-SUMMARY

The following includes but is not limited to activities that require the prior written approval of the EDO Director or his designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-town travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) Requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

(8) PROGRAM GENERATED INCOME

Program income as defined in 24 CFR Part 570.500 means gross income received by the GRANTEE which is directly generated from activities supported by CDBG funds. Program income under the microenterprise program may be earned from loan repayments, interest earned, late fees, and investment income, among others.

Program income earned by the GRANTEE from activities financed in whole or in part by funds provided hereunder must be reported to EDO. The GRANTEE may not use program income to pay any charges or expenses that are specifically not allowed pursuant to the terms of this Agreement and applicable federal regulations, or rules, or any COUNTY rules or ordinance. Any program income on hand at, or received after, the expiration of the Agreement shall be returned to the COUNTY. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

PART IV  
GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The GRANTEE agrees that no person shall on the ground of race, color, national origin, religion, disability, age, familial status, sex or sexual orientation, gender identity or expression 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, lower-income residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD shall be given opportunities for training and employment; and to the greatest extent feasible eligible business concerns located in or owned in substantial part by persons residing in the areas designated by Palm Beach County in the Annual Consolidated Plan

approved by U.S. HUD shall be in connection with the Agreement. At a minimum, the GRANTEE shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968, as amended.

2. 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 business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

**At least fifty-one percent (51%) of the jobs created or retained through this Agreement must be held by, or made available to, low- and moderate-income persons.**

**If the area, designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD, is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries assisted directly through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in non-entitlement municipalities.**

**The GRANTEE shall provide written verification of compliance as described in Exhibit "A" of this Agreement to EDO.**

4. EVALUATION AND MONITORING

The GRANTEE agrees that EDO will carry out periodic monitoring and evaluation activities, as determined necessary by EDO or the COUNTY, during the term of this Agreement and during the periods of time described in Exhibit A of this Agreement. The GRANTEE agrees to furnish upon request to EDO, the COUNTY or the COUNTY's designees and make copies or transcriptions of such records and information as is determined necessary by EDO or the COUNTY. The GRANTEE shall submit information and status reports required by EDO, the COUNTY or U.S. HUD, at EDO's request, to enable EDO to evaluate said progress and to enable EDO to complete reports required of EDO by U.S. HUD. The GRANTEE shall allow EDO or U.S. HUD to monitor the GRANTEE on site. Such site visits may be scheduled or unscheduled as determined by EDO or U.S. HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as EDO, the COUNTY, U.S. HUD, or the Comptroller General of the United States may deem necessary, the GRANTEE shall make available all its records with respect to all matters covered by this Agreement.

6. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures purchased, developed, prepared, assembled, or completed by the GRANTEE for the purpose of this Agreement shall become the property of the COUNTY without restriction, reservation, or limitation of their use and shall be made available by the GRANTEE at any time upon request by the COUNTY or EDO. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to EDO if requested. In any event, the GRANTEE shall keep all documents and records for three (3) years after expiration of this Agreement.

7. 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. The GRANTEE's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The GRANTEE further agrees to hold the COUNTY harmless and will indemnify the COUNTY for any funds which the COUNTY is obligated to refund the Federal Government arising out of the conduct and activities and/or administration of the GRANT.

8. INSURANCE REQUIREMENT

Unless otherwise specified in this Agreement, the GRANTEE shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits, including endorsements, as described herein. The requirements contained herein as to types and