

e
9/18/08

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> |
| NET FISCAL IMPACT | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| # ADDITIONAL FTE | | | | | |
| POSITIONS (Cumulative) | | | | | |
| Is Item Included In Current Budget? | Proposed for 2009 | | | | |
| | Yes <u>x</u> No <u> </u> | | | | |

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 a. white 9-17-08
9/16/2008 OFMB
114 (9/16/08)
(9/15/08)

Mr. J. Faust 9/17/08
Contract Development and Control
9/19/08 These contracts comply
with our review
requirements.

B. Legal Sufficiency:

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

C. Other Department Review:

Edward B. Jones
Department Director

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

H:\WPDATA\AgendaSumm\Agreements-CDBG Econ Set-Aside Prog FY 2008-9 9-23 -08.doc

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

limits, as well as COUNTY's review or acceptance of insurance maintained by the GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the GRANTEE under the Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The GRANTEE shall agree to 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 by County's Risk Management Department. The GRANTEE agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The GRANTEE shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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 agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The GRANTEE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The GRANTEE agrees this coverage shall be provided on a primary basis.

(4) ADDITIONAL INSURED

The GRANTEE shall agree to 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, c/o Economic Development Office". The GRANTEE shall agree that the Additional Insured endorsements provide coverage on a primary basis.

(5) CERTIFICATE OF INSURANCE

The GRANTEE shall agree to deliver to the COUNTY a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(6) RIGHT TO REVIEW & ADJUST

The GRANTEE shall agree that the COUNTY, by and through its Risk Management Department, in cooperation with EDO, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The 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.

9. CONFLICT OF INTEREST

The GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the GRANTEE. Any possible conflict of interest on the part of the GRANTEE or its employees shall be disclosed in writing to EDO provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

10. CITIZEN PARTICIPATION

The GRANTEE will cooperate with EDO in the implementation of the Citizen Participation Plan by informing beneficiaries and the community of the activities the GRANTEE is undertaking in carrying out the provisions of this Agreement.

11. RECOGNITION

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

12. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and 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 the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits
- (2) 48 CFR Part 31
- (3) Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (4) The GRANTEE's Incorporation Certificate
- (5) The GRANTEE's Certificates of Insurance and Bonding

The GRANTEE shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

13. TERMINATION

In the event of termination, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for set-off purposes until such time as the exact amount of damages due to the COUNTY from the GRANTEE is determined.

A. Termination for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice of such termination or suspension of payments and specifying the effective date of termination or suspension. The GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO, within thirty (30) days of receiving the termination notice from the COUNTY.

B. Termination Due To Cessation: In the event the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the COUNTY specifies. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the COUNTY, and the GRANTEE, its successors or assigns in interest agrees to be bound by the COUNTY's determination. At the COUNTY's sole discretion, pursuant to this Section 13, the GRANTEE shall return all funds received through this Agreement to the COUNTY within sixty (60) days of receiving the termination notice from the COUNTY.

C. Termination for Convenience of COUNTY: The COUNTY may terminate this Agreement at any time by giving at least ten (10) working days notice in writing from the COUNTY to the GRANTEE. If this Agreement is terminated by the COUNTY as provided herein, the GRANTEE will be paid for allowable services and allowable expenses under Part II of this Agreement until the effective date of termination.

D. Termination for Convenience of the GRANTEE: The GRANTEE may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to EDO. If the GRANTEE has received funds through this Agreement, the GRANTEE shall return all funds to the COUNTY prior to the termination of this Agreement.

14. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. AMENDMENTS

The COUNTY may, at its discretion, amend this Agreement to conform with changes in Federal, State, County, or U.S. HUD 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 Palm Beach County 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.

16. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to EDO at its office at 301 N. Olive Avenue, 10th Floor, West Palm Beach, Florida 33401, and to the GRANTEE when delivered to its office at the address listed on Page Eight (8) of this Agreement.

17. **INDEPENDENT AGENT AND EMPLOYEES**
The GRANTEE agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the COUNTY provisions of the law applicable to COUNTY employees relative to employment compensation and employee benefits.
18. **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.
19. **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/business_operations/state_purchasing/vendor_information

20. **COUNTERPARTS OF THE AGREEMENT**
This Agreement, which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.
21. **ENTIRE UNDERSTANDING**
This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.
22. **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.
23. **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.
24. **JOB CREATION AND JOB MAINTENANCE**
In accordance with the GRANTEE's use of CDBG funds, all jobs must be created within twelve (12) months based on the following (see *Exhibit "A" for the agreed upon use of funds*):

All full time equivalent (FTE) jobs shall be created or retained during the contract time period. The Economic Development Office will monitor the creation and retention of all jobs.
25. **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., 10th Floor
West Palm Beach, Florida 33401
Phone (561) 355-3624
Fax (561) 355-6017

With a copy to:

Dawn Wynn, Esquire
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

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

**Lia T. Gaines, President
BEDR CORPORATION
5725 Corporate Way, Suite 201
West Palm Beach, FL 33407
Phone (561) 686-0064
Fax (561) 689-0070**

26. 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.

27. 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.

28. REGULATIONS; LICENSING REQUIREMENTS

GRANTEE and its subcontractors 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.

(The remainder of this page has been left blank intentionally.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has hereunto set its hand 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 L. 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 & ECONOMIC DEVELOPMENT & REVITALIZATION SERVICES, INC.

By: _____
GRANTEE Representative
Print Name & Title

Signature

Witness Name

Signature

(CORPORATE SEAL)

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EXHIBIT "A"

SCOPE OF SERVICES

I. The GRANTEE agrees to:

- A. Assist microenterprises defined as commercial enterprises that have five or fewer employees, one or more of whom owns the enterprise (24 CFR 570.3).
- B. Provide technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises located throughout Palm Beach County, including the Lake Region (Glades) (24CFR 570.201(o)(1)).

National Objective

- C. Ensure that the activity assisted meets one of the following national objectives: Low/Moderate Income Area Benefit, Low/Moderate Limited Clientele; Low/Moderate Income Jobs. (See chart depicted on Exhibit "C").
- D. Ensures that at least 51% of the jobs created or retained must be made available or held by low- and moderate-income persons.
 - Where CDBG funds are used to carry out activities for the purpose of creating or retaining jobs, the requirement is met by aggregating the jobs created or retained by all microenterprises for which CDBG assistance is obligated for such activities during the contract period. (24 CFR 580.483)
 - Where the national objective is defined to be Low/Moderate Income Jobs, Jobs to be created must be created within one year of the receipt of funds. Where jobs are to be retained, the microenterprises assisted must prove the jobs are at risk of being lost if funding is not approved.
 - Certifies that it has met its responsibilities with respect to environmental protection. The grant recipient shall complete the environmental review and clearance procedures of which the activity is a part, as set forth in 24 CFR Part 58.

Program Specific Requirements

- E. JOB CREATION: During the contract period, the GRANTEE shall provide business assistance that results in the businesses assisted creating **twenty (20)** Full Time Equivalent (FTE) jobs, where 1 FTE = 2080 hours of employment per year or two or more job positions that together total 2,080 hours per year for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. The GRANTEE will request that assisted businesses register said jobs with and consider applicants referred by Palm Beach County Workforce Alliance. A sole proprietorship working full time, and partnerships with each partner working full time, may also be considered as FTEs.
- F. Of the **twenty (20)** FTE jobs created by businesses assisted under this Agreement, at least 51% of the jobs will be held by low and moderate income persons, as most recently defined by HUD. See **Exhibit C**, unless updated information becomes available subsequently. Low- and moderate-income status is based on the person's income and household size at the time of hire and is not affected by subsequent raises or promotions.
- G. No more than forty-nine percent (49%) of the **twenty (20)** FTE jobs may be located inside the HUD Entitlement Communities of West Palm Beach, Boynton Beach, Delray Beach and Boca Raton. For the GRANTEE which is located in an entitlement city, as defined by U.S. HUD, or serving beneficiaries countywide, at least fifty-one percent (51%) of the **twenty (20)** FTE jobs assisted directly through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the COUNTY's Urban County Qualification Program.
- H. Maintain proper documentation to verify compliance with 24 CFR 570.901.
- I. Abide by HUD relevant CDBG guidance, and attend a CDBG guidance workshop offered by EDO.
- J. SECURITY AGREEMENT: To secure the grant amount, the GRANTEE hereby covenants and agrees for the period of the Agreement to comply with the Job Creation requirements. If for any reason the GRANTEE fails to comply with the Job Creation requirements, the

GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO. The provisions of this clause shall survive the expiration of this Agreement.

K. **REPORTS:** The GRANTEE shall submit the reports listed below to EDO:

1) Semi-annual and annual reports shall be submitted during the term of this Agreement that describe the status of the activity funded under this Agreement. These reports (**Exhibit "D"**) shall be submitted no later than the following due dates for the completion of each reporting period.

| <u>Reporting Period</u> | <u>Due Date</u> |
|-------------------------------------|------------------|
| October 1, 2008 to March 31, 2009 | April 15, 2009 |
| April 1, 2009 to September 30, 2009 | October 15, 2009 |

The GRANTEE and COUNTY agree that the frequency, type and due dates of all reports are at the sole discretion of the COUNTY and can be changed and altered as necessary by COUNTY without written amendment to this Agreement.

2) Written verification of contracted job creation, satisfactory to EDO at EDO's sole discretion. Verification shall include the following requirements: at least 51% of the FTE jobs created are low- and moderate-income, each employee's job title, salary, fringe benefits, full-time equivalency status, name and address of person hired, proof that said person is low- and moderate-income, and dates of employment. Said written verification shall be provided to EDO attached to the Semi-annual and Annual reports (**Exhibit "D"**) required pursuant to this Agreement. The forms, **Record of Hiring (Exhibit "E")** and the **Economic Forecast (Exhibit "F")** must be completed for each FTE employee hired that meets the contracted job requirement pursuant to this Agreement.

3) Written verification of location of job creation or residence of employee, satisfactory to EDO at EDO's sole discretion. Verification shall include showing at least 51% of the contracted FTE's have either the jobs created, or residence of the employee, located within the Palm Beach County Entitlement area, and not within the entitlement communities of Boca Raton, Boynton Beach, Delray Beach and West Palm Beach. The Record of Hiring form (Exhibit "E") must be completed for each FTE employee hired that meets the location criteria.

4) A **spreadsheet** must be attached to the annual report identifying sources of income (sponsors, loans, revenues from business operations), amount of funds and expenses for each quarter from October 1, 2008 through September 30, 2009.

II. **The COUNTY agrees to:**

A. **Provide up to eighty-eight thousand dollars (\$88,000)** in funding for the operation of the GRANTEE including but not limited to rent, salaries, phone, professional training, provision of technical assistance to businesses, and educational outreach to businesses. **Purchase of equipment or property will not be funded.**

GRANTEE Expenditures to include:

| | |
|--------------------------|-----------------|
| Salaries/Fringe Benefits | \$51,889 |
| Rental/Lease | \$16,800 |
| Insurance | \$ 2,400 |
| Telephone & Utilities | \$ 5,760 |
| Operations | \$ 1,500 |
| Professional Services | <u>\$ 9,651</u> |
| | \$88,000 |

B. Provide project administration and inspection to the GRANTEE to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the GRANTEE at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by EDO, be conducted by EDO staff or its subcontractors, and will serve to ensure that planned activities are conducted in a timely manner, to verify the accuracy of reporting to EDO on program activities and compliance with U.S. HUD regulations.

EXHIBIT "B"

LETTERHEAD STATIONERY

DATE:

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

FROM: **BUSINESS & ECONOMIC DEVELOPMENT & REVITALIZATION CORPORATION OF
PALM BEACH COUNTY, INC.**

SUBJECT: Reimbursement Request No.-
Contract No.-

=====

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

Approved for Submission: _____

EXHIBIT "B.1"
Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

| | |
|---|----------------|
| Agency: | |
| Address: | |
| Telephone: | |
| Contract#: | |
| Invoice Request #: | |
| Month/Year: | |
| | |
| Budget Category | Category Total |
| Salaries & Fringe Benefits | |
| Other Personal/Contractual Services | |
| Expenses | |
| Operating Capital Outlay | |
| Technical Assistance/Training for Staff | |
| Other | |
| | |
| Total Requested Amount | |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Date: _____

Sign _____
Executive Director

EXHIBIT "B.2"
Reimbursement Request-Detail Of Expenses

Agency:
Contract #:
Month/Year for Reimbursement:

Detail Of Salaries/Benefits

| Name of Employee | Job Title | Salary | Wages/Hr. | Health Insurance | Life Insurance | Retirement | FICA | Other (List) | Other (List) | Total Salary/Benefits Charged to Project |
|------------------------------|-----------|--------|-----------|------------------|----------------|------------|------|--------------|--------------|--|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Subtotal Salaries & Benefits | | | | | | | | | | |

Detail Of Other Expenses

| Vendor | Category/Description of Services | Date Paid | Check Number | Total Expenses Charged to Project |
|-------------------------|----------------------------------|-----------|--------------|-----------------------------------|
| | | | | |
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| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Subtotal Other Expenses | | | | |
| Total | | | | |

EXHIBIT "C"

**ANNUAL INCOME LIMITS
FOR**

WEST PALM BEACH-BOCA RATON, FL
HUD METRO FAIR MARKET RENT AREA (HMFA)
Extracted from HUD Data, February 2008

FY 2008 MEDIAN FAMILY INCOME OF \$66,000

| Number of Persons in Household | CDBG Moderate Income 51-80% | CDBG Low Income 31-50% | CDBG Very Low Income <30% |
|---|--|-----------------------------------|---|
| 1 | \$38,750 | \$24,200 | \$14,550 |
| 2 | \$44,300 | \$27,700 | \$16,600 |
| 3 | \$49,800 | \$31,150 | \$18,700 |
| 4 | \$55,350 | \$34,600 | \$20,750 |
| 5 | \$59,800 | \$37,350 | \$22,400 |
| 6 | \$64,200 | \$40,150 | \$24,050 |
| 7 | \$68,650 | \$42,900 | \$25,750 |
| 8 | \$73,050 | \$45,650 | \$27,400 |

Source: www.huduser.org

EXHIBIT "D"

Economic Development Compliance Table

Subrecipient Name: _____

Please Note the Following:

- A job is considered to be Full Time if it provides 2,080 hours of employment per year (40 hour per week).

| Job Title | Employee Initials | Employee Zip Code | Date Hired | Salary at Time of Hire | Specify: Full Time (FT) or Part Time (PT) <u>And</u> number of hours per week | Low-Mod Income Employee (See Attached Chart) (Yes) or (No) | Present Employee (Yes) or (No) | Date Terminated (If Applicable) |
|-----------|----------------------|----------------------|------------|---------------------------|--|---|--------------------------------------|---------------------------------------|
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I certify this report to be accurate, based upon actual company records, which will be maintained for monitoring purposes, according to the terms of my funding agreement with Palm Beach County.

Printed name _____ Title _____ Signature _____ Date _____

EXHIBIT "E"

**Record of Employee Hiring for
HUD and Economic Development Compliance**

(Business Name)

Employee Name:

Employee Home Address and Parcel Control Number:

Employee Work Address and Parcel Control Number:

The first two digits of the 17 digit Parcel Control Number (PCN) xx-xx-xx-xx-xx-xxx-xxxx help to find out if the location is in or outside the Palm Beach County Entitlement area. If the first two digits of the PCN are 06 or 08 or 12 or 74, then the location is outside the Palm Beach County Entitlement area. The first two digits of the PCNs for the following cities are:

Boca Raton: 06

Boynton Beach: 08

Delray Beach: 12

West Palm Beach: 74

Job Title: _____

Salary: _____

Fringe Benefits: _____

Date of Hire: _____ Date of Termination: _____ Still Employed: YES or NO

Income Status at time of Hire: _____

Number of Persons in Household: _____ Family/Household Income: \$ _____

Identify documentation used to establish very-low, low and moderate income status at time of hire. Retain copies of that documentation in GRANTEE files for three (3) years for future COUNTY or Federal Audits.

Specify documentation: _____

EXHIBIT "F"

Economic Forecast

GRANT RECEPIENT: FY 2009

| | | Number of FTE equivalent | | | | |
|----------------------------------|-------------|---------------------------------|-------------|-------------|-------------|----------------|
| <u>NAICS Codes</u> | | 1stQ | 2ndQ | 3rdQ | 4thQ | FYTotal |
| Forestry et al. | 113-114 | | | | | |
| Agriculture | 115 | | | | | |
| Oil, gas extraction | 211 | | | | | |
| Mining (except oil, gas) | 212 | | | | | |
| Support activities for mining | 213 | | | | | |
| Utilities | 22 | | | | | |
| Construction | 23 | | | | | |
| Wood product mfg | 321 | | | | | |
| Nonmetallic mineral prod mfg | 327 | | | | | |
| Primary metal mfg | 331 | | | | | |
| Fabricated metal prod mfg | 332 | | | | | |
| Machinery mfg | 333 | | | | | |
| Computer, electronic prod mfg | 334 | | | | | |
| Electrical equip, appliance mfg | 335 | | | | | |
| Motor vehicle mfg | 3361-3363 | | | | | |
| Transp equip mfg. exc. motor veh | 3364-3369 | | | | | |
| Furniture, related prod mfg | 337 | | | | | |
| Miscellaneous mfg | 339 | | | | | |
| Food mfg | 311 | | | | | |
| Beverage, tobacco prod mfg | 312 | | | | | |
| Textile mills | 313 | | | | | |
| Textile prod mills | 314 | | | | | |
| Apparel mfg | 315 | | | | | |
| Leather, allied prod mfg | 316 | | | | | |
| Paper mfg | 322 | | | | | |
| Printing, rel supp act | 323 | | | | | |
| Petroleum, coal prod mfg | 324 | | | | | |
| Chemical mfg | 325 | | | | | |
| Plastics, rubber prod mfg | 326 | | | | | |
| Wholesale trade | 42 | | | | | |
| Retail trade | 44-45 | | | | | |
| Air transportation | 481 | | | | | |
| Rail transportation | 482 | | | | | |
| Water transportation | 483 | | | | | |
| Truck transp; Couriers, msngs | 484,492 | | | | | |
| Transit, ground pass transp | 485 | | | | | |
| Pipeline transportation | 486 | | | | | |
| Scenic, sightseeing transp; supp | 487-488 | | | | | |
| Warehousing, storage | 493 | | | | | |
| Publishing, exc Internet | 511 | | | | | |
| Motion picture, sound rec | 512 | | | | | |
| Internet serv, data proc, other | 516,518,519 | | | | | |
| Broadcasting, exc Int; Telecomm | 515,517 | | | | | |
| Monetary authorities, et al. | 521,522,525 | | | | | |
| Sec, comm contracts, inv | 523 | | | | | |

| | | | | | |
|---------------------------------------|---------|--|--|--|--|
| Ins carriers, rel act | 524 | | | | |
| Real estate | 531 | | | | |
| Rental, leasing services | 532,533 | | | | |
| Prof, tech services | 54 | | | | |
| Mgmnt of companies, enterprises | 55 | | | | |
| Administrative, support services | 561 | | | | |
| Waste mgmnt, remed services | 562 | | | | |
| Educational services | 61 | | | | |
| Ambulatory health care services | 621 | | | | |
| Hospitals | 622 | | | | |
| Nursing, residential care facilities | 623 | | | | |
| Social assistance | 624 | | | | |
| Performing arts, spectator sports | 711 | | | | |
| Museums et al. | 712 | | | | |
| Amusement, gambling, recreation | 713 | | | | |
| Accommodation | 721 | | | | |
| Food services, drinking places | 722 | | | | |
| Repair, maintenance | 811 | | | | |
| Personal, laundry services | 812 | | | | |
| Membership assoc, organ | 813 | | | | |
| Private households | 814 | | | | |
| State & Local Gov | NA | | | | |
| Federal Civilian | NA | | | | |
| Federal Military | NA | | | | |
| Farm | 111-112 | | | | |
| Total Number of New FTE by NAICS Code | | | | | |

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
THE ENTERPRISE DEVELOPMENT CORPORATION OF SOUTH FLORIDA, 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 Enterprise Development Corporation (EDC) of South Florida, Inc.**, a non-profit corporation duly organized and authorized to do business in the State of Florida, having its principal office at **3701 FAU Boulevard, Suite 210, Boca Raton, FL 33431**, and its **Federal Tax Identification Number as 650506917**, 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 **EDC** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **EDC** 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 **EDC**.
- (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 sheet 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 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 EDO 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 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

limits, as well as COUNTY's review or acceptance of insurance maintained by the GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the GRANTEE under the Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The GRANTEE shall agree to 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 by County's Risk Management Department. The GRANTEE agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The GRANTEE shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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 agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The GRANTEE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The GRANTEE agrees this coverage shall be provided on a primary basis.

(4) ADDITIONAL INSURED

The GRANTEE shall agree to 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, c/o Economic Development Office". The GRANTEE shall agree that the Additional Insured endorsements provide coverage on a primary basis.

(5) CERTIFICATE OF INSURANCE

The GRANTEE shall agree to deliver to the COUNTY a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(6) RIGHT TO REVIEW & ADJUST

The GRANTEE shall agree that the COUNTY, by and through its Risk Management Department, in cooperation with EDO, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The 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.

9. CONFLICT OF INTEREST

The GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the GRANTEE. Any possible conflict of interest on the part of the GRANTEE or its employees shall be disclosed in writing to EDO provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

10. CITIZEN PARTICIPATION

The GRANTEE will cooperate with EDO in the implementation of the Citizen Participation Plan by informing beneficiaries and the community of the activities the GRANTEE is undertaking in carrying out the provisions of this Agreement.

11. RECOGNITION

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

12. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and 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 the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits
- (2) 48 CFR Part 31
- (3) Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (4) The GRANTEE's Incorporation Certificate
- (5) The GRANTEE's Certificates of Insurance and Bonding

The GRANTEE shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

13. TERMINATION

In the event of termination, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for set-off purposes until such time as the exact amount of damages due to the COUNTY from the GRANTEE is determined.

A. Termination for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice of such termination or suspension of payments and specifying the effective date of termination or suspension. The GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO, within thirty (30) days of receiving the termination notice from the COUNTY.

B. Termination Due To Cessation: In the event the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the COUNTY specifies. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the COUNTY, and the GRANTEE, its successors or assigns in interest agrees to be bound by the COUNTY's determination. At the COUNTY's sole discretion, pursuant to this Section 13, the GRANTEE shall return all funds received through this Agreement to the COUNTY within sixty (60) days of receiving the termination notice from the COUNTY.

C. Termination for Convenience of COUNTY: The COUNTY may terminate this Agreement at any time by giving at least ten (10) working days notice in writing from the COUNTY to the GRANTEE. If this Agreement is terminated by the COUNTY as provided herein, the GRANTEE will be paid for allowable services and allowable expenses under Part II of this Agreement until the effective date of termination.

D. Termination for Convenience of the GRANTEE: The GRANTEE may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to EDO. If the GRANTEE has received funds through this Agreement, the GRANTEE shall return all funds to the COUNTY prior to the termination of this Agreement.

14. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. AMENDMENTS

The COUNTY may, at its discretion, amend this Agreement to conform with changes in Federal, State, County, or U.S. HUD 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 Palm Beach County 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.

16. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to EDO at its office at 301 N. Olive Avenue, 10th Floor, West Palm Beach, Florida 33401, and to the GRANTEE when delivered to its office at the address listed on Page Eight (8) of this Agreement.

17. **INDEPENDENT AGENT AND EMPLOYEES**
The GRANTEE agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not COUNTY employees and are not subject to the COUNTY provisions of the law applicable to COUNTY employees relative to employment compensation and employee benefits.
18. **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.
19. **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/business_operations/state_purchasing/vendor_information
20. **COUNTERPARTS OF THE AGREEMENT**
This Agreement, which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.
21. **ENTIRE UNDERSTANDING**
This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.
22. **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.
23. **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.
24. **JOB CREATION AND JOB MAINTENANCE**
In accordance with the GRANTEE's use of CDBG funds, all jobs must be created within twelve (12) months based on the following (*see Exhibit "A" for the agreed upon use of funds*):
- All full time equivalent (FTE) jobs shall be created or retained during the Agreement time period. The Economic Development Office will monitor the creation and retention of all jobs.
25. **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., 10th Floor
West Palm Beach, Florida 33401
Phone (561) 355-3624
Fax (561) 355-6017

With a copy to:

Dawn Wynn, Esquire
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

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

Jane Teague, Executive Director, EDC
3701 FAU Boulevard, Suite 210
Boca Raton, FL 33431
(561) 620-8494
Fax (561) 620-8493

26. 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.

27. 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.

28. REGULATIONS; LICENSING REQUIREMENTS

GRANTEE and its subcontractors 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.

(The remainder of this page has been left blank intentionally.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has hereunto set its hand 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 L. 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 ENTERPRISE DEVELOPMENT CORPORATION OF SOUTH FLORIDA, INC.

By: _____
GRANTEE Representative
Print Name & Title

Signature

Witness Name

Signature

(CORPORATE SEAL)

EXHIBIT "A"

SCOPE OF SERVICES

I. The GRANTEE agrees to:

- A. Assist microenterprises defined as commercial enterprises that have five or fewer employees, one or more of whom owns the enterprise (24 CFR 570.3).
- B. Provide technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises located throughout COUNTY, including the Lake Region (Glades) (24CFR 570.201(o)(1)).

National Objective

- C. Ensure that the activity assisted meets one of the following national objectives:
Low/Moderate Income Area Benefit, Low/Moderate Limited Clientele; Low/Moderate Income Jobs. (See chart depicted on Exhibit "C").
- D. Ensures that at least 51% of the jobs created or retained must be made available to or held by low- and moderate-income persons.
 - Where CDBG funds are used to carry out activities for the purpose of creating or retaining jobs, the requirement is met by aggregating the jobs created or retained by all microenterprises for which CDBG assistance is obligated for such activities during the contract period. (24 CFR 580.483)
 - Where the national objective is defined to be Low/Moderate Income Jobs, Jobs to be created must be created within one year of the receipt of funds. Where jobs are to be retained, the microenterprises assisted must prove the jobs are at risk of being lost if funding is not approved.
 - Certifies that it has met its responsibilities with respect to environmental protection. The GRANTEE shall complete the environmental review and clearance procedures of which the activity is a part, as set forth in 24 CFR Part 58.

Program Specific Requirements

- E. **JOB CREATION:** During the contract period, the GRANTEE shall provide business assistance that results in the businesses assisted creating six (6) Full Time Equivalent (FTE) jobs, where 1 FTE = 2080 hours of employment per year or two or more job positions that together total 2,080 hours per year for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. The GRANTEE will request that assisted businesses register said jobs with and consider applicants referred by Palm Beach County Workforce Alliance. A sole proprietorship working full time, and partnerships with each partner working full time, may also be considered as FTEs.
- F. Of the six (6) FTE jobs created by businesses assisted under this Agreement, at least 51% of the jobs will be held by low and moderate income persons, as most recently defined by HUD. See **Exhibit "C"**, unless updated information becomes available subsequently. Low- and moderate-income status is based on the person's income and household size at the time of hire and is not affected by subsequent raises or promotions.
- G. No more than forty-nine percent (49%) of the six (6) FTE jobs may be located inside the HUD Entitlement Communities of West Palm Beach, Boynton Beach, Delray Beach and Boca Raton. For the GRANTEE which is located in an entitlement city, as defined by U.S. HUD, or serving beneficiaries countywide, at least fifty-one percent (51%) of the six (6) FTE jobs assisted directly through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the COUNTY's Urban County Qualification Program.
- H. Maintain proper documentation to verify compliance with 24 CFR 570.901.
- I. Abide by HUD relevant CDBG guidance, and attend a CDBG guidance workshop offered by EDO.
- J. **SECURITY AGREEMENT:** To secure the grant amount, the GRANTEE hereby covenants and agrees for the period of the Agreement to comply with the Job Creation requirements. If for any reason the GRANTEE fails to comply with the Job Creation requirements, the

GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO. The provisions of this clause shall survive the expiration of this Agreement.

K. **REPORTS:** The GRANTEE shall submit the reports listed below to EDO:

1) Semi-annual and annual reports shall be submitted during the term of this Agreement that describe the status of the activity funded under this Agreement. These reports (**Exhibit "D"**) shall be submitted no later than the following due dates for the completion of each reporting period.

Reporting Period

October 1, 2008 to March 31, 2009

April 1, 2009 to September 30, 2009

Due Date

April 15, 2009

October 15, 2009

The GRANTEE and EDO agree that the frequency, type and due dates of all reports are at the sole discretion of the EDO and can be changed and altered as necessary by EDO without written amendment to this Agreement.

2) Written verification of contracted job creation, satisfactory to EDO at EDO's sole discretion. Verification shall include the following requirements: at least 51% of the FTE jobs created are low- and moderate-income, each employee's job title, salary, fringe benefits, full-time equivalency status, name and address of person hired, proof that said person is low- and moderate-income, and dates of employment. Said written verification shall be provided to EDO attached to the Semi-annual and Annual reports (**Exhibit "D"**) required pursuant to this Agreement. The forms, **Record of Hiring (Exhibit "E")** and the **Economic Forecast (Exhibit "F")** must be completed for each FTE employee hired that meets the contracted job requirement pursuant to this Agreement.

3) Written verification of location of job creation or residence of employee, satisfactory to EDO at EDO's sole discretion. Verification shall include showing at least 51% of the contracted FTE's have either the jobs created, or residence of the employee, located within the Palm Beach County Entitlement area, and not within the entitlement communities of Boca Raton, Boynton Beach, Delray Beach and West Palm Beach. The Record of Hiring form (**Exhibit "E"**) must be completed for each FTE employee hired that meets the location criteria.

4) A **spreadsheet** must be attached to the annual report identifying sources of income (sponsors, loans, revenues from business operations), amount of funds and expenses for each quarter from October 1, 2008 through September 30, 2009.

II. **The COUNTY agrees to:**

A. **Provide up to eighty-eight thousand dollars (\$88,000) in funding for the operation of the GRANTEE including but not limited to rent, salaries, phone, professional training, provision of technical assistance to businesses, and educational outreach to businesses. Purchase of equipment or property will not be funded.**

EDC Expenditures: Salaries \$88,000

B. Provide project administration and inspection to the GRANTEE to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the GRANTEE at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by EDO, be conducted by EDO staff or its subcontractors, and will serve to ensure that planned activities are conducted in a timely manner, to verify the accuracy of reporting to EDO on program activities and compliance with U.S. HUD regulations.

EXHIBIT "B"

LETTERHEAD STATIONERY

DATE:

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

FROM: THE ENTERPRISE DEVELOPMENT CORPORATION OF SOUTH FLORIDA, INC.

SUBJECT: Reimbursement Request No.-
Contract No.-

=====

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

Approved for Submission: _____

EXHIBIT "B.1"
Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

| | |
|---|----------------|
| Agency: | |
| Address: | |
| Telephone: | |
| Contract#: | |
| Invoice Request #: | |
| Month/Year: | |
| | |
| Budget Category | Category Total |
| Salaries & Fringe Benefits | |
| Other Personal/Contractual Services | |
| Expenses | |
| Operating Capital Outlay | |
| Technical Assistance/Training for Staff | |
| Other | |
| | |
| Total Requested Amount | |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Date: _____

Sign _____
Executive Director

EXHIBIT "B.2"
Reimbursement Request-Detail Of Expenses

Agency:
Contract #:
Month/Year for Reimbursement:

Detail Of Salaries/Benefits

| Name of Employee | Job Title | Salary | Wages/Hr. | Health Insurance | Life Insurance | Retirement | FICA | Other (List) | Other (List) | Total Salary/Benefits Charged to Project |
|------------------------------|-----------|--------|-----------|------------------|----------------|------------|------|--------------|--------------|--|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Subtotal Salaries & Benefits | | | | | | | | | | |

Detail Of Other Expenses

| Vendor | Category/Description of Services | Date Paid | Check Number | Total Expenses Charged to Project |
|-------------------------|----------------------------------|-----------|--------------|-----------------------------------|
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Subtotal Other Expenses | | | | |
| Total | | | | |

EXHIBIT "C"

**ANNUAL INCOME LIMITS
FOR**

**WEST PALM BEACH-BOCA RATON, FL
HUD METRO FAIR MARKET RENT AREA (HMFA)
Extracted from HUD Data, February 2008**

FY 2008 MEDIAN FAMILY INCOME OF \$66,000

| Number of Persons in Household | CDBG Moderate Income 51-80% | CDBG Low Income 31-50% | CDBG Very Low Income <30% |
|---|--|-----------------------------------|---|
| 1 | \$38,750 | \$24,200 | \$14,550 |
| 2 | \$44,300 | \$27,700 | \$16,600 |
| 3 | \$49,800 | \$31,150 | \$18,700 |
| 4 | \$55,350 | \$34,600 | \$20,750 |
| 5 | \$59,800 | \$37,350 | \$22,400 |
| 6 | \$64,200 | \$40,150 | \$24,050 |
| 7 | \$68,650 | \$42,900 | \$25,750 |
| 8 | \$73,050 | \$45,650 | \$27,400 |

Source: www.huduser.org

EXHIBIT "D"

Economic Development Compliance Table

Subrecipient Name: _____

Please Note the Following:

- A job is considered to be Full Time if it provides 2,080 hours of employment per year (40 hour per week).

| Job Title | Employee Initials | Employee Zip Code | Date Hired | Salary at Time of Hire | Specify: Full Time (FT) or Part Time (PT) <u>And</u> number of hours per week | Low-Mod Income Employee (See Attached Chart) (Yes) or (No) | Present Employee (Yes) or (No) | Date Terminated (If Applicable) |
|-----------|----------------------|----------------------|------------|---------------------------|--|---|--------------------------------------|---------------------------------------|
| | | | | | | | | |
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| | | | | | | | | |

I certify this report to be accurate, based upon actual company records, which will be maintained for monitoring purposes, according to the terms of my funding agreement with Palm Beach County.

Printed name Title Signature Date

EXHIBIT "E"

**Record of Employee Hiring for
HUD and Economic Development Compliance**

(Business Name)

Employee Name:

Employee Home Address and Parcel Control Number:

Employee Work Address and Parcel Control Number:

The first two digits of the 17 digit Parcel Control Number (PCN) xx-xx-xx-xx-xx-xxx-xxxx help to find out if the location is in or outside the Palm Beach County Entitlement area. If the first two digits of the PCN are 06 or 08 or 12 or 74, then the location is outside the Palm Beach County Entitlement area. The first two digits of the PCNs for the following cities are:

Boca Raton: 06
Boynton Beach: 08
Delray Beach: 12
West Palm Beach: 74

Job Title: _____

Salary: _____

Fringe Benefits: _____

Date of Hire: _____ Date of Termination: _____ Still Employed: YES or NO

Income Status at time of Hire: _____

Number of Persons in Household: _____ Family/Household Income: \$ _____

Identify documentation used to establish very-low, low and moderate income status at time of hire. Retain copies of that documentation in GRANTEE files for three (3) years for future COUNTY or Federal Audits.

Specify documentation: _____

EXHIBIT "F"

Economic Forecast

GRANT RECEPIENT: FY 2009

| <u>NAICS Codes</u> | | Number of FTE equivalent | | | | |
|----------------------------------|-------------|---------------------------------|-------------|-------------|-------------|----------------|
| | | 1stQ | 2ndQ | 3rdQ | 4thQ | FYTotal |
| Forestry et al. | 113-114 | | | | | |
| Agriculture | 115 | | | | | |
| Oil, gas extraction | 211 | | | | | |
| Mining (except oil, gas) | 212 | | | | | |
| Support activities for mining | 213 | | | | | |
| Utilities | 22 | | | | | |
| Construction | 23 | | | | | |
| Wood product mfg | 321 | | | | | |
| Nonmetallic mineral prod mfg | 327 | | | | | |
| Primary metal mfg | 331 | | | | | |
| Fabricated metal prod mfg | 332 | | | | | |
| Machinery mfg | 333 | | | | | |
| Computer, electronic prod mfg | 334 | | | | | |
| Electrical equip, appliance mfg | 335 | | | | | |
| Motor vehicle mfg | 3361-3363 | | | | | |
| Transp equip mfg. exc. motor veh | 3364-3369 | | | | | |
| Furniture, related prod mfg | 337 | | | | | |
| Miscellaneous mfg | 339 | | | | | |
| Food mfg | 311 | | | | | |
| Beverage, tobacco prod mfg | 312 | | | | | |
| Textile mills | 313 | | | | | |
| Textile prod mills | 314 | | | | | |
| Apparel mfg | 315 | | | | | |
| Leather, allied prod mfg | 316 | | | | | |
| Paper mfg | 322 | | | | | |
| Printing, rel supp act | 323 | | | | | |
| Petroleum, coal prod mfg | 324 | | | | | |
| Chemical mfg | 325 | | | | | |
| Plastics, rubber prod mfg | 326 | | | | | |
| Wholesale trade | 42 | | | | | |
| Retail trade | 44-45 | | | | | |
| Air transportation | 481 | | | | | |
| Rail transportation | 482 | | | | | |
| Water transportation | 483 | | | | | |
| Truck transp; Couriers, msngs | 484,492 | | | | | |
| Transit, ground pass transp | 485 | | | | | |
| Pipeline transportation | 486 | | | | | |
| Scenic, sightseeing transp; supp | 487-488 | | | | | |
| Warehousing, storage | 493 | | | | | |
| Publishing, exc Internet | 511 | | | | | |
| Motion picture, sound rec | 512 | | | | | |
| Internet serv, data proc, other | 516,518,519 | | | | | |
| Broadcasting, exc Int; Telecomm | 515,517 | | | | | |
| Monetary authorities, et al. | 521,522,525 | | | | | |
| Sec, comm contracts, inv | 523 | | | | | |

| | | | | | |
|---------------------------------------|---------|--|--|--|--|
| Ins carriers, rel act | 524 | | | | |
| Real estate | 531 | | | | |
| Rental, leasing services | 532,533 | | | | |
| Prof, tech services | 54 | | | | |
| Mgmnt of companies, enterprises | 55 | | | | |
| Administrative, support services | 561 | | | | |
| Waste mgmnt, remed services | 562 | | | | |
| Educational services | 61 | | | | |
| Ambulatory health care services | 621 | | | | |
| Hospitals | 622 | | | | |
| Nursing, residential care facilities | 623 | | | | |
| Social assistance | 624 | | | | |
| Performing arts, spectator sports | 711 | | | | |
| Museums et al. | 712 | | | | |
| Amusement, gambling, recreation | 713 | | | | |
| Accommodation | 721 | | | | |
| Food services, drinking places | 722 | | | | |
| Repair, maintenance | 811 | | | | |
| Personal, laundry services | 812 | | | | |
| Membership assoc, organ | 813 | | | | |
| Private households | 814 | | | | |
| State & Local Gov | NA | | | | |
| Federal Civilian | NA | | | | |
| Federal Military | NA | | | | |
| Farm | 111-112 | | | | |
| Total Number of New FTE by NAICS Code | | | | | |

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
THE CENTER FOR TECHNOLOGY, ENTERPRISE AND DEVELOPMENT, 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 Center for Technology, Enterprise and Development, Inc. (The TED Center)**, a non-profit corporation duly organized and authorized to do business in the State of Florida, having its principal office at **401 West Atlantic, Suite 09, Delray Beach, FL 33444**, and its **Federal Tax Identification Number as 650362710**, 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 TED Center** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **The TED Center** 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 TED Center**.
- (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 EDO 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 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 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 limits, as well as COUNTY's review or acceptance of insurance maintained by the GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the GRANTEE under the Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The GRANTEE shall agree to 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 by COUNTY's Risk Management Department. The GRANTEE agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The GRANTEE shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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 agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The GRANTEE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The GRANTEE agrees this coverage shall be provided on a primary basis.

(4) ADDITIONAL INSURED

The GRANTEE shall agree to 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, c/o Economic Development Office". The GRANTEE shall agree that the Additional Insured endorsements provide coverage on a primary basis.

(5) CERTIFICATE OF INSURANCE

The GRANTEE shall agree to deliver to the COUNTY a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(6) RIGHT TO REVIEW & ADJUST

The GRANTEE shall agree that the COUNTY, by and through its Risk Management Department, in cooperation with EDO, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The 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.

9. CONFLICT OF INTEREST

The GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the GRANTEE. Any possible conflict of interest on the part of the GRANTEE or its employees shall be disclosed in writing to EDO provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

10. CITIZEN PARTICIPATION

The GRANTEE will cooperate with EDO in the implementation of the Citizen Participation Plan by informing beneficiaries and the community of the activities the GRANTEE is undertaking in carrying out the provisions of this Agreement.

11. RECOGNITION

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

12. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and 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 the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits
- (2) 48 CFR Part 31
- (3) Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (4) The GRANTEE's Incorporation Certificate
- (5) The GRANTEE's Certificates of Insurance and Bonding

The GRANTEE shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

13. TERMINATION

In the event of termination, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for set-off purposes until such time as the exact amount of damages due to the COUNTY from the GRANTEE is determined.

- A. Termination for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice of such termination or suspension of payments and specifying the effective date of termination or suspension. The GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO, within thirty (30) days of receiving the termination notice from the COUNTY.
- B. Termination Due To Cessation: In the event the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the COUNTY specifies. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the COUNTY, and the GRANTEE, its successors or assigns in interest agrees to be bound by the COUNTY's determination. At the COUNTY's sole discretion, pursuant to this Section 13, the GRANTEE shall return all funds received through this Agreement to the COUNTY within sixty (60) days of receiving the termination notice from the COUNTY.
- C. Termination for Convenience of COUNTY: The COUNTY may terminate this Agreement at any time by giving at least ten (10) working days notice in writing from the COUNTY to the GRANTEE. If this Agreement is terminated by the COUNTY as provided herein, the GRANTEE will be paid for allowable services and allowable expenses under Part II of this Agreement until the effective date of termination.
- D. Termination for Convenience of the GRANTEE: The GRANTEE may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to EDO. If the GRANTEE has received funds through this Agreement, the GRANTEE shall return all funds to the COUNTY prior to the termination of this Agreement.

14. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. AMENDMENTS

The COUNTY may, at its discretion, amend this Agreement to conform with changes in Federal, State, County, or U.S. HUD 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 Palm Beach County 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.

16. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to EDO at its office at 301 N. Olive Avenue, 10th Floor, West Palm Beach, Florida 33401, and to the GRANTEE when delivered to its office at the address listed on Page Eight (8) of this Agreement.

17. INDEPENDENT AGENT AND EMPLOYEES

The GRANTEE agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the COUNTY provisions of the law applicable to COUNTY employees relative to employment compensation and employee benefits.

18. 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.

19. 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/business_operations/state_purchasing/vendor_information

20. COUNTERPARTS OF THE AGREEMENT

This Agreement, which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

21. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

22. 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.

23. 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.

24. JOB CREATION AND JOB MAINTENANCE

In accordance with the GRANTEE's use of CDBG funds, all jobs must be created within twelve (12) months based on the following (see *Exhibit "A" for the agreed upon use of funds*):

All full time equivalent (FTE) jobs shall be created or retained during the contract time period. The Economic Development Office will monitor the creation and retention of all jobs.

25. 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., 10th Floor
West Palm Beach, Florida 33401
Phone (561) 355-3624
Fax (561) 355-6017

With a copy to:

Dawn Wynn, Esquire
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

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

Seabron A. Smith, Executive Director
401 West Atlantic, Suite 09
Delray Beach, FL 33444
Phone (561) 265-3790
Fax (561)265-0806

26. 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.

27. 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.

28. REGULATIONS; LICENSING REQUIREMENTS

GRANTEE and its subcontractors 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.

(The remainder of this page has been left blank intentionally.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has hereunto set its hand 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 L. 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 CENTER FOR TECHNOLOGY, ENTERPRISE AND DEVELOPMENT, INC.

By: _____
GRANTEE Representative
Print Name & Title

Signature

Witness Name

Signature

(CORPORATE SEAL)

EXHIBIT "A"

SCOPE OF SERVICES

I. The GRANTEE agrees to:

- A. Assist microenterprises defined as commercial enterprises that have five or fewer employees, one or more of whom owns the enterprise (24 CFR 570.3).
- B. Provide technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises located throughout Palm Beach County, including the Lake Region (Glades) (24CFR 570.201(o)(1)).

National Objective

- C. Ensure that the activity assisted meets one of the following national objectives:
Low/Moderate Income Area Benefit, Low/Moderate Limited Clientele; Low/Moderate Income Jobs. (See chart depicted on Exhibit "C").
- D. Ensures that at least 51% of the jobs created or retained must be made available or held by low- and moderate-income persons.
 - Where CDBG funds are used to carry out activities for the purpose of creating or retaining jobs, the requirement is met by aggregating the jobs created or retained by all microenterprises for which CDBG assistance is obligated for such activities during the contract period. (24 CFR 580.483)
 - Where the national objective is defined to be Low/Moderate Income Jobs, Jobs to be created must be created within one year of the receipt of funds. Where jobs are to be retained, the microenterprises assisted must prove the jobs are at risk of being lost if funding is not approved.
 - Certifies that it has met its responsibilities with respect to environmental protection. The grant recipient shall complete the environmental review and clearance procedures of which the activity is a part, as set forth in 24 CFR Part 58.

Program Specific Requirements

- E. **JOB CREATION:** During the contract period, the GRANTEE shall provide business assistance that results in the businesses assisted creating **twenty (20)** Full Time Equivalent (FTE) jobs, where 1 FTE = 2080 hours of employment per year or two or more job positions that together total 2,080 hours per year for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. The GRANTEE will request that assisted businesses register said jobs with and consider applicants referred by Palm Beach County Workforce Alliance. A sole proprietorship working full time, and partnerships with each partner working full time, may also be considered as FTEs.
- F. Of the **twenty (20)** FTE jobs created by businesses assisted under this Agreement, at least 51% of the jobs will be held by low and moderate income persons, as most recently defined by HUD. See **Exhibit "C"**, unless updated information becomes available subsequently. Low- and moderate-income status is based on the person's income and household size at the time of hire and is not affected by subsequent raises or promotions.
- G. No more than forty-nine (49%) of the **twenty (20)** FTE jobs may be located inside the HUD Entitlement Communities of West Palm Beach, Boynton Beach, Delray Beach and Boca Raton. For the GRANTEE which is located in an entitlement city, as defined by U.S. HUD, or serving beneficiaries countywide, at least fifty-one 51% of the **twenty (20)** FTE jobs assisted directly through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the COUNTY's Urban County Qualification Program.
- H. Maintain proper documentation to verify compliance with 24 CFR 570.901.
- I. Abide by HUD relevant CDBG guidance, and attend a CDBG guidance workshop offered by EDO.
- J. **SECURITY AGREEMENT:** To secure the grant amount, the GRANTEE hereby covenants and agrees for the period of the Agreement to comply with the Job Creation requirements. If for any reason the GRANTEE fails to comply with the Job Creation requirements, the

GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO. The provisions of this clause shall survive the expiration of this Agreement.

K. **REPORTS:** The GRANTEE shall submit the reports listed below to EDO:

1) Semi-annual and annual reports shall be submitted during the term of this Agreement that describe the status of the activity funded under this Agreement. These reports (**Exhibit "D"**) shall be submitted no later than the following due dates for the completion of each reporting period.

| <u>Reporting Period</u> | <u>Due Date</u> |
|-------------------------------------|------------------|
| October 1, 2008 to March 31, 2009 | April 15, 2009 |
| April 1, 2009 to September 30, 2009 | October 15, 2009 |

The GRANTEE and COUNTY agree that the frequency, type and due dates of all reports are at the sole discretion of the COUNTY and can be changed and altered as necessary by COUNTY without written amendment to this Agreement.

2) Written verification of contracted job creation, satisfactory to EDO at EDO's sole discretion. Verification shall include the following requirements: at least 51% of the FTE jobs created are low- and moderate-income, each employee's job title, salary, fringe benefits, full-time equivalency status, name and address of person hired, proof that said person is low- and moderate-income, and dates of employment. Said written verification shall be provided to EDO attached to the semi-annual and annual reports (**Exhibit "D"**) required pursuant to this Agreement. The forms, **Record of Hiring (Exhibit "E")** and the **Economic Forecast (Exhibit "F")** must be completed for each FTE employee hired that meets the contracted job requirement pursuant to this Agreement.

3) Written verification of location of job creation or residence of employee, satisfactory to EDO at EDO's sole discretion. Verification shall include showing at least 51% of the contracted FTE's have either the jobs created, or residence of the employee, located within the Palm Beach County Entitlement area, and not within the entitlement communities of Boca Raton, Boynton Beach, Delray Beach and West Palm Beach. The Record of Hiring form (**Exhibit "E"**) must be completed for each FTE employee hired that meets the location criteria.

4) A **spreadsheet** must be attached to the annual report identifying sources of income (sponsors, loans, revenues from business operations), amount of funds and expenses for each quarter from October 1, 2008 through September 30, 2009.

II. The COUNTY agrees to:

A. **Provide up to eighty-eight thousand dollars (\$88,000)** in funding for the operation of the GRANTEE including but not limited to rent, salaries, phone, professional training, provision of technical assistance to businesses, and educational outreach to businesses. **Purchase of equipment or property will not be funded.**

Expenditures to include:

| | |
|----------------------------|-----------------|
| Salaries, Taxes, Insurance | \$77,288 |
| Rent & Maintenance | \$ 723 |
| Telephone & Utilities | \$ 3,015 |
| Operations & Supplies | \$ 4,463 |
| Machinery & Equipment | \$ 866 |
| Professional Services | <u>\$ 1,645</u> |
| | \$88,000 |

B. Provide project administration and inspection to the GRANTEE to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the GRANTEE at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by EDO, be conducted by EDO staff or its subcontractors, and will serve to ensure that planned activities are conducted in a timely manner, to verify the accuracy of reporting to EDO on program activities and compliance with U.S. HUD regulations.

EXHIBIT "B"

LETTERHEAD STATIONERY

DATE:

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

FROM: THE CENTER FOR TECHNOLOGY, ENTERPRISE AND DEVELOPMENT, INC.

SUBJECT: Reimbursement Request No.-
Contract No.-

=====

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.

Approved for Submission: _____

EXHIBIT "B.1"
Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

| | |
|---|----------------|
| Agency: | |
| Address: | |
| Telephone: | |
| Contract#: | |
| Invoice Request #: | |
| Month/Year: | |
| | |
| Budget Category | Category Total |
| Salaries & Fringe Benefits | |
| Other Personal/Contractual Services | |
| Expenses | |
| Operating Capital Outlay | |
| Technical Assistance/Training for Staff | |
| Other | |
| | |
| Total Requested Amount | |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Date: _____

Sign _____
Executive Director

EXHIBIT "B.2"
Reimbursement Request-Detail Of Expenses

Agency:
Contract #:
Month/Year for Reimbursement:

Detail Of Salaries/Benefits

| Name of Employee | Job Title | Salary | Wages/Hr. | Health Insurance | Life Insurance | Retirement | FICA | Other (List) | Other (List) | Total Salary/Benefits Charged to Project |
|------------------------------|-----------|--------|-----------|------------------|----------------|------------|------|--------------|--------------|--|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Subtotal Salaries & Benefits | | | | | | | | | | |

Detail Of Other Expenses

| Vendor | Category/Description of Services | Date Paid | Check Number | Total Expenses Charged to Project |
|-------------------------|----------------------------------|-----------|--------------|-----------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Subtotal Other Expenses | | | | |
| Total | | | | |

EXHIBIT "C"

**ANNUAL INCOME LIMITS
FOR**

**WEST PALM BEACH-BOCA RATON, FL
HUD METRO FAIR MARKET RENT AREA (HMFA)
Extracted from HUD Data, February 2008**

FY 2008 MEDIAN FAMILY INCOME OF \$66,000

| Number of Persons in Household | CDBG Moderate Income 51-80% | CDBG Low Income 31-50% | CDBG Very Low Income <30% |
|---|--|-----------------------------------|---|
| 1 | \$38,750 | \$24,200 | \$14,550 |
| 2 | \$44,300 | \$27,700 | \$16,600 |
| 3 | \$49,800 | \$31,150 | \$18,700 |
| 4 | \$55,350 | \$34,600 | \$20,750 |
| 5 | \$59,800 | \$37,350 | \$22,400 |
| 6 | \$64,200 | \$40,150 | \$24,050 |
| 7 | \$68,650 | \$42,900 | \$25,750 |
| 8 | \$73,050 | \$45,650 | \$27,400 |

Source: www.huduser.org

EXHIBIT "D"

Economic Development Compliance Table

Subrecipient Name: _____

Please Note the Following:

- A job is considered to be Full Time if it provides 2,080 hours of employment per year (40 hour per week).

| Job Title | Employee Initials | Employee Zip Code | Date Hired | Salary at Time of Hire | Specify: Full Time (FT) or Part Time (PT) <u>And</u> number of hours per week | Low-Mod Income Employee (See Attached Chart) (Yes) or (No) | Present Employee (Yes) or (No) | Date Terminated (If Applicable) |
|-----------|----------------------|----------------------|------------|---------------------------|--|---|--------------------------------------|---------------------------------------|
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |

I certify this report to be accurate, based upon actual company records, which will be maintained for monitoring purposes, according to the terms of my funding agreement with Palm Beach County.

Printed name _____ Title _____ Signature _____ Date _____

EXHIBIT "E"

**Record of Employee Hiring for
HUD and Economic Development Compliance**

(Business Name)

Employee Name:

Employee Home Address and Parcel Control Number:

Employee Work Address and Parcel Control Number:

The first two digits of the 17 digit Parcel Control Number (PCN) xx-xx-xx-xx-xx-xxx-xxxx help to find out if the location is in or outside the Palm Beach County Entitlement area. If the first two digits of the PCN are 06 or 08 or 12 or 74, then the location is outside the Palm Beach County Entitlement area. The first two digits of the PCNs for the following cities are:

Boca Raton: 06
Boynton Beach: 08
Delray Beach: 12
West Palm Beach: 74

Job Title: _____

Salary: _____

Fringe Benefits: _____

Date of Hire: _____ Date of Termination: _____ Still Employed: YES or NO

Income Status at time of Hire: _____

Number of Persons in Household: _____ Family/Household Income: \$ _____

Identify documentation used to establish very-low, low and moderate income status at time of hire. Retain copies of that documentation in GRANTEE files for three (3) years for future COUNTY or Federal Audits.

Specify documentation: _____

EXHIBIT "F"

Economic Forecast

GRANT RECEPIENT: FY 2009

| | | Number of FTE equivalent | | | | |
|----------------------------------|-------------|--------------------------|------|------|------|---------|
| <u>NAICS Codes</u> | | 1stQ | 2ndQ | 3rdQ | 4thQ | FYTotal |
| Forestry et al. | 113-114 | | | | | |
| Agriculture | 115 | | | | | |
| Oil, gas extraction | 211 | | | | | |
| Mining (except oil, gas) | 212 | | | | | |
| Support activities for mining | 213 | | | | | |
| Utilities | 22 | | | | | |
| Construction | 23 | | | | | |
| Wood product mfg | 321 | | | | | |
| Nonmetallic mineral prod mfg | 327 | | | | | |
| Primary metal mfg | 331 | | | | | |
| Fabricated metal prod mfg | 332 | | | | | |
| Machinery mfg | 333 | | | | | |
| Computer, electronic prod mfg | 334 | | | | | |
| Electrical equip, appliance mfg | 335 | | | | | |
| Motor vehicle mfg | 3361-3363 | | | | | |
| Transp equip mfg. exc. motor veh | 3364-3369 | | | | | |
| Furniture, related prod mfg | 337 | | | | | |
| Miscellaneous mfg | 339 | | | | | |
| Food mfg | 311 | | | | | |
| Beverage, tobacco prod mfg | 312 | | | | | |
| Textile mills | 313 | | | | | |
| Textile prod mills | 314 | | | | | |
| Apparel mfg | 315 | | | | | |
| Leather, allied prod mfg | 316 | | | | | |
| Paper mfg | 322 | | | | | |
| Printing, rel supp act | 323 | | | | | |
| Petroleum, coal prod mfg | 324 | | | | | |
| Chemical mfg | 325 | | | | | |
| Plastics, rubber prod mfg | 326 | | | | | |
| Wholesale trade | 42 | | | | | |
| Retail trade | 44-45 | | | | | |
| Air transportation | 481 | | | | | |
| Rail transportation | 482 | | | | | |
| Water transportation | 483 | | | | | |
| Truck transp; Couriers, msngrs | 484,492 | | | | | |
| Transit, ground pass transp | 485 | | | | | |
| Pipeline transportation | 486 | | | | | |
| Scenic, sightseeing transp; supp | 487-488 | | | | | |
| Warehousing, storage | 493 | | | | | |
| Publishing, exc Internet | 511 | | | | | |
| Motion picture, sound rec | 512 | | | | | |
| Internet serv, data proc, other | 516,518,519 | | | | | |
| Broadcasting, exc Int; Telecomm | 515,517 | | | | | |
| Monetary authorities, et al. | 521,522,525 | | | | | |
| Sec, comm contracts, inv | 523 | | | | | |

| | | | | | |
|---------------------------------------|---------|--|--|--|--|
| Ins carriers, rel act | 524 | | | | |
| Real estate | 531 | | | | |
| Rental, leasing services | 532,533 | | | | |
| Prof, tech services | 54 | | | | |
| Mgmnt of companies, enterprises | 55 | | | | |
| Administrative, support services | 561 | | | | |
| Waste mgmnt, remed services | 562 | | | | |
| Educational services | 61 | | | | |
| Ambulatory health care services | 621 | | | | |
| Hospitals | 622 | | | | |
| Nursing, residential care facilities | 623 | | | | |
| Social assistance | 624 | | | | |
| Performing arts, spectator sports | 711 | | | | |
| Museums et al. | 712 | | | | |
| Amusement, gambling, recreation | 713 | | | | |
| Accommodation | 721 | | | | |
| Food services, drinking places | 722 | | | | |
| Repair, maintenance | 811 | | | | |
| Personal, laundry services | 812 | | | | |
| Membership assoc, organ | 813 | | | | |
| Private households | 814 | | | | |
| State & Local Gov | NA | | | | |
| Federal Civilian | NA | | | | |
| Federal Military | NA | | | | |
| Farm | 111-112 | | | | |
| Total Number of New FTE by NAICS Code | | | | | |

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
THE ENTERPRISE DEVELOPMENT FOR GLADES ENTREPRENEURS CENTER, 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 Enterprise Development for Glades Entrepreneurs (EDGE) Center, Inc.**, a non-profit corporation duly organized and authorized to do business in the State of Florida, having its principal office at **241 West Avenue A, Belle Glade, FL 33430**, and its **Federal Tax Identification Number as 650748794**, 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 EDGE Center** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **The EDGE Center** 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 EDGE Center**.
- (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

limits, as well as COUNTY's review or acceptance of insurance maintained by the GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the GRANTEE under the Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The GRANTEE shall agree to 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 by County's Risk Management Department. The GRANTEE agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The GRANTEE shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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 agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The GRANTEE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The GRANTEE agrees this coverage shall be provided on a primary basis.

(4) ADDITIONAL INSURED

The GRANTEE shall agree to 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, c/o Economic Development Office". The GRANTEE shall agree that the Additional Insured endorsements provide coverage on a primary basis.

(5) CERTIFICATE OF INSURANCE

The GRANTEE shall agree to deliver to the COUNTY a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(6) RIGHT TO REVIEW & ADJUST

The GRANTEE shall agree that the COUNTY, by and through its Risk Management Department, in cooperation with EDO, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The 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.

9. CONFLICT OF INTEREST

The GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the GRANTEE. Any possible conflict of interest on the part of the GRANTEE or its employees shall be disclosed in writing to EDO provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project target area.

10. CITIZEN PARTICIPATION

The GRANTEE will cooperate with EDO in the implementation of the Citizen Participation Plan by informing beneficiaries and the community of the activities the GRANTEE is undertaking in carrying out the provisions of this Agreement.

11. RECOGNITION

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

12. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and 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 the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits
- (2) 48 CFR Part 31
- (3) Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (4) The GRANTEE's Incorporation Certificate
- (5) The GRANTEE's Certificates of Insurance and Bonding

The GRANTEE shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

13. TERMINATION

In the event of termination, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for set-off purposes until such time as the exact amount of damages due to the COUNTY from the GRANTEE is determined.

- A. Termination for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice of such termination or suspension of payments and specifying the effective date of termination or suspension. The GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO, within thirty (30) days of receiving the termination notice from the COUNTY.
- B. Termination Due To Cessation: In the event the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the COUNTY specifies. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the COUNTY, and the GRANTEE, its successors or assigns in interest agrees to be bound by the COUNTY's determination. At the COUNTY's sole discretion, pursuant to this Section 13, the GRANTEE shall return all funds received through this Agreement to the COUNTY within sixty (60) days of receiving the termination notice from the COUNTY.

- C. Termination for Convenience of County: The COUNTY may terminate this Agreement at any time by giving at least ten (10) working days notice in writing from the COUNTY to the GRANTEE. If this Agreement is terminated by the COUNTY as provided herein, the GRANTEE will be paid for allowable services and allowable expenses under Part II of this Agreement until the effective date of termination.
- D. Termination for Convenience of the GRANTEE: The GRANTEE may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to EDO. If the GRANTEE has received funds through this Agreement, the GRANTEE shall return all funds to the COUNTY prior to the termination of this Agreement.

14. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. AMENDMENTS

The COUNTY may, at its discretion, amend this Agreement to conform with changes in Federal, State, County, or U.S. HUD 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 Palm Beach County 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.

16. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to EDO at its office at 301 N. Olive Avenue, 10th Floor, West Palm Beach, Florida 33401, and to the GRANTEE when delivered to its office at the address listed on Page Eight (8) of this Agreement.

17. **INDEPENDENT AGENT AND EMPLOYEES**

The GRANTEE agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the COUNTY provisions of the law applicable to COUNTY employees relative to employment compensation and employee benefits.

18. **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.

19. **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/business_operations/state_purchasing/vendor_information

20. **COUNTERPARTS OF THE AGREEMENT**

This Agreement, which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

21. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

22. **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.

23. **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.

24. **JOB CREATION AND JOB MAINTENANCE**

In accordance with the GRANTEE's use of CDBG funds, all jobs must be created within twelve (12) months based on the following (*see Exhibit "A" for the agreed upon use of funds*):

All full time equivalent (FTE) jobs shall be created or retained during the contract time period. The Economic Development Office will monitor the creation and retention of all jobs.

25. **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., 10th Floor
West Palm Beach, Florida 33401
Phone (561) 355-3624
Fax (561) 355-6017

With a copy to:

Dawn Wynn, Esquire
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

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

**Suzanne Harper, Executive Director
The EDGE Center, Inc.
241 West Avenue A
Belle Glade, Florida 33430
Phone (561) 993-3343
Fax (561) 993-3344**

26. 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.

27. 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.

28. REGULATIONS; LICENSING REQUIREMENTS

GRANTEE and its subcontractors 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.

(The remainder of this page has been left blank intentionally.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has hereunto set its hand 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 L. 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 ENTERPRISE DEVELOPMENT FOR GLADES ENTREPRENEURS CENTER, INC.

By: _____
GRANTEE Representative
Print Name & Title

Signature

Witness Name

Signature

(CORPORATE SEAL)

EXHIBIT "A"

SCOPE OF SERVICES

I. The GRANTEE agrees to:

- A. Assist microenterprises defined as commercial enterprises that have five or fewer employees, one or more of whom owns the enterprise (24 CFR 570.3).
- B. Provide technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises located throughout Palm Beach County, including the Lake Region (Glades) (24CFR 570.201(o)(1)).

National Objective

- C. Ensure that the activity assisted meets one of the following national objectives: Low/Moderate Income Area Benefit, Low/Moderate Limited Clientele; Low/Moderate Income Jobs. (See chart depicted on **Exhibit "C"**).
- D. Ensures that at least 51% of the jobs created or retained must be made available or held by low- and moderate-income persons.
 - Where CDBG funds are used to carry out activities for the purpose of creating or retaining jobs, the requirement is met by aggregating the jobs created or retained by all microenterprises for which CDBG assistance is obligated for such activities during the contract period. (24 CFR 580.483)
 - Where the national objective is defined to be Low/Moderate Income Jobs, Jobs to be created must be created within one year of the receipt of funds. Where jobs are to be retained, the microenterprises assisted must prove the jobs are at risk of being lost if funding is not approved.
 - Certifies that it has met its responsibilities with respect to environmental protection. The grant recipient shall complete the environmental review and clearance procedures of which the activity is a part, as set forth in 24 CFR Part 58.

Program Specific Requirements

- E. **JOB CREATION:** During the contract period, the GRANTEE shall provide business assistance that results in the businesses assisted creating **twenty (20)** Full Time Equivalent (FTE) jobs, where 1 FTE = 2080 hours of employment per year or two or more job positions that together total 2,080 hours per year for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. The GRANTEE will request that assisted businesses register said jobs with and consider applicants referred by Palm Beach County Workforce Alliance. A sole proprietorship working full time, and partnerships with each partner working full time, may also be considered as FTEs.
- F. Of the **twenty (20)** FTE jobs created by businesses assisted under this Agreement, at least 51% of the jobs will be held by low and moderate income persons, as most recently defined by HUD. See **Exhibit "C"**, unless updated information becomes available subsequently. Low- and moderate-income status is based on the person's income and household size at the time of hire and is not affected by subsequent raises or promotions.
- G. No more than forty-nine percent (49%) of the **twenty (20)** FTE jobs may be located inside the HUD Entitlement Communities of West Palm Beach, Boynton Beach, Delray Beach and Boca Raton. For the GRANTEE which is located in an entitlement city, as defined by U.S. HUD, or serving beneficiaries countywide, at least fifty-one percent (51%) of the **twenty (20)** FTE jobs assisted directly through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the COUNTY's Urban County Qualification Program.
- H. Maintain proper documentation to verify compliance with 24 CFR 570.901.
- I. Abide by HUD relevant CDBG guidance, and attend a CDBG guidance workshop offered by EDO.
- J. **SECURITY AGREEMENT:** To secure the grant amount, the GRANTEE hereby covenants and agrees for the period of the Agreement to comply with the Job Creation requirements. If for any reason the GRANTEE fails to comply with the Job Creation requirements, the

GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO. **The provisions of this clause shall survive the expiration of this Agreement.**

K. **REPORTS:** The GRANTEE shall submit the reports listed below to EDO:

1) Semi-annual and annual reports (**Exhibit "D"**) shall be submitted during the term of this Agreement that describe the status of the activity funded under this Agreement. These reports shall be submitted no later than the following due dates for the completion of each reporting period.

Reporting Period

October 1, 2008 to March 31, 2009

April 1, 2009 to September 30, 2009

Due Date

April 15, 2009

October 15, 2009

The GRANTEE and COUNTY agree that the frequency, type and due dates of all reports are at the sole discretion of the COUNTY and can be changed and altered as necessary by COUNTY without written amendment to this Agreement.

2) Written verification of contracted job creation, satisfactory to EDO at EDO's sole discretion. Verification shall include the following requirements: at least 51% of the FTE jobs created are low- and moderate-income, each employee's job title, salary, fringe benefits, full-time equivalency status, name and address of person hired, proof that said person is low- and moderate-income, and dates of employment. Said written verification shall be provided to EDO attached to the Semi-annual and Annual reports (**Exhibit "D"**) required pursuant to this Agreement. The forms, **Record of Hiring (Exhibit "E")** and the **Economic Forecast (Exhibit "F")** must be completed for each FTE employee hired that meets the contracted job requirement pursuant to this Agreement.

3) Written verification of location of job creation or residence of employee, satisfactory to EDO at EDO's sole discretion. Verification shall include showing at least 51% of the contracted FTE's have either the jobs created, or residence of the employee, located within the Palm Beach County Entitlement area, and not within the entitlement communities of Boca Raton, Boynton Beach, Delray Beach and West Palm Beach. The Record of Hiring form (Exhibit E) must be completed for each FTE employee hired that meets the location criteria.

4) A **spreadsheet** must be attached to the annual report identifying sources of income (sponsors, loans, revenues from business operations), amount of funds and expenses for each quarter from October 1, 2008 through September 30, 2009.

II. **The COUNTY agrees to:**

- A. **Provide up to eighty-eight thousand dollars (\$88,000)** in funding for the operation of the GRANTEE including but not limited to rent, salaries, phone, professional training, provision of technical assistance to businesses, and educational outreach to businesses. **Purchase of equipment or property will not be funded.**

GRANTEE Expenditures:

| | |
|--------------------------|-----------------|
| Salaries/Fringe Benefits | \$64,900 |
| Rental/Lease | \$ 7,800 |
| Insurance | \$ 2,500 |
| Utilities | \$ 4,000 |
| Client Outreach | \$ 4,500 |
| Office Equipment Lease | \$ 4,100 |
| Professional Services | \$ 200 |
| | \$88,000 |

- B. Provide project administration and inspection to the GRANTEE to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the GRANTEE at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by EDO, be conducted by EDO staff or its subcontractors, and will serve to ensure that planned activities are conducted in a timely manner, to verify the accuracy of reporting to EDO on program activities and compliance with U.S. HUD regulations.

EXHIBIT "B"

LETTERHEAD STATIONERY

DATE:

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

FROM: **THE ENTERPRISE DEVELOPMENT FOR GLADES ENTREPRENEURS CENTER, INC.**

SUBJECT: Reimbursement Request No.-
Contract No.-

=====

Attached, you will find Invoice #____, requesting reimbursement for \$_____. _____The expenditures for this invoice cover the period of _____ through _____. You will also find attached, back-up original documentation relating to the expenditures being involved.

Approved for Submission: _____

EXHIBIT "B.1"
Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

| | |
|---|----------------|
| Agency: | |
| Address: | |
| Telephone: | |
| Contract#: | |
| Invoice Request #: | |
| Month/Year: | |
| | |
| Budget Category | Category Total |
| Salaries & Fringe Benefits | |
| Other Personal/Contractual Services | |
| Expenses | |
| Operating Capital Outlay | |
| Technical Assistance/Training for Staff | |
| Other | |
| | |
| Total Requested Amount | |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Date: _____

Sign _____
Executive Director

EXHIBIT "B.2"
Reimbursement Request-Detail Of Expenses

Agency:
Contract #:
Month/Year for Reimbursement:

Detail Of Salaries/Benefits

| Name of Employee | Job Title | Salary | Wages/Hr. | Health Insurance | Life Insurance | Retirement | FICA | Other (List) | Other (List) | Total Salary/Benefits Charged to Project |
|------------------------------|-----------|--------|-----------|------------------|----------------|------------|------|--------------|--------------|--|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Subtotal Salaries & Benefits | | | | | | | | | | |

Detail Of Other Expenses

| Vendor | Category/Description of Services | Date Paid | Check Number | Total Expenses Charged to Project |
|-------------------------|----------------------------------|-----------|--------------|-----------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Subtotal Other Expenses | | | | |
| Total | | | | |

EXHIBIT "C"

**ANNUAL INCOME LIMITS
FOR**

**WEST PALM BEACH-BOCA RATON, FL
HUD METRO FAIR MARKET RENT AREA (HMFA)
Extracted from HUD Data, February 2008**

FY 2008 MEDIAN FAMILY INCOME OF \$66,000

| Number of Persons in Household | CDBG Moderate Income 51-80% | CDBG Low Income 31-50% | CDBG Very Low Income <30% |
|---|--|-----------------------------------|---|
| 1 | \$38,750 | \$24,200 | \$14,550 |
| 2 | \$44,300 | \$27,700 | \$16,600 |
| 3 | \$49,800 | \$31,150 | \$18,700 |
| 4 | \$55,350 | \$34,600 | \$20,750 |
| 5 | \$59,800 | \$37,350 | \$22,400 |
| 6 | \$64,200 | \$40,150 | \$24,050 |
| 7 | \$68,650 | \$42,900 | \$25,750 |
| 8 | \$73,050 | \$45,650 | \$27,400 |

Source: www.huduser.org

EXHIBIT "D"

Economic Development Compliance Table

Subrecipient Name: _____

Please Note the Following:

- A job is considered to be Full Time if it provides 2,080 hours of employment per year (40 hour per week).

| Job Title | Employee Initials | Employee Zip Code | Date Hired | Salary at Time of Hire | Specify: Full Time (FT) or Part Time (PT) <u>And</u> number of hours per week | Low-Mod Income Employee (See Attached Chart) (Yes) or (No) | Present Employee (Yes) or (No) | Date Terminated (If Applicable) |
|-----------|----------------------|----------------------|------------|---------------------------|--|---|--------------------------------------|---------------------------------------|
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |

I certify this report to be accurate, based upon actual company records, which will be maintained for monitoring purposes, according to the terms of my funding agreement with Palm Beach County.

Printed name Title Signature Date

EXHIBIT "E"

**Record of Employee Hiring for
HUD and Economic Development Compliance**

(Business Name)

Employee Name:

Employee Home Address and Parcel Control Number:

Employee Work Address and Parcel Control Number:

The first two digits of the 17 digit Parcel Control Number (PCN) xx-xx-xx-xx-xx-xxx-xxxx help to find out if the location is in or outside the Palm Beach County Entitlement area. If the first two digits of the PCN are 06 or 08 or 12 or 74, then the location is outside the Palm Beach County Entitlement area. The first two digits of the PCNs for the following cities are:

Boca Raton: 06
Boynton Beach: 08
Delray Beach: 12
West Palm Beach: 74

Job Title: _____

Salary: _____

Fringe Benefits: _____

Date of Hire: _____ Date of Termination: _____ Still Employed: YES or NO

Income Status at time of Hire: _____

Number of Persons in Household: _____ Family/Household Income: \$ _____

Identify documentation used to establish very-low, low and moderate income status at time of hire. Retain copies of that documentation in GRANTEE files for three (3) years for future COUNTY or Federal Audits.

Specify documentation: _____

EXHIBIT "F"

Economic Forecast

GRANT RECEPIENT: FY 2009

| | | Number of FTE equivalent | | | | |
|----------------------------------|-------------|--------------------------|------|------|------|---------|
| <u>NAICS Codes</u> | | 1stQ | 2ndQ | 3rdQ | 4thQ | FYTotal |
| Forestry et al. | 113-114 | | | | | |
| Agriculture | 115 | | | | | |
| Oil, gas extraction | 211 | | | | | |
| Mining (except oil, gas) | 212 | | | | | |
| Support activities for mining | 213 | | | | | |
| Utilities | 22 | | | | | |
| Construction | 23 | | | | | |
| Wood product mfg | 321 | | | | | |
| Nonmetallic mineral prod mfg | 327 | | | | | |
| Primary metal mfg | 331 | | | | | |
| Fabricated metal prod mfg | 332 | | | | | |
| Machinery mfg | 333 | | | | | |
| Computer, electronic prod mfg | 334 | | | | | |
| Electrical equip, appliance mfg | 335 | | | | | |
| Motor vehicle mfg | 3361-3363 | | | | | |
| Transp equip mfg. exc. motor veh | 3364-3369 | | | | | |
| Furniture, related prod mfg | 337 | | | | | |
| Miscellaneous mfg | 339 | | | | | |
| Food mfg | 311 | | | | | |
| Beverage, tobacco prod mfg | 312 | | | | | |
| Textile mills | 313 | | | | | |
| Textile prod mills | 314 | | | | | |
| Apparel mfg | 315 | | | | | |
| Leather, allied prod mfg | 316 | | | | | |
| Paper mfg | 322 | | | | | |
| Printing, rel supp act | 323 | | | | | |
| Petroleum, coal prod mfg | 324 | | | | | |
| Chemical mfg | 325 | | | | | |
| Plastics, rubber prod mfg | 326 | | | | | |
| Wholesale trade | 42 | | | | | |
| Retail trade | 44-45 | | | | | |
| Air transportation | 481 | | | | | |
| Rail transportation | 482 | | | | | |
| Water transportation | 483 | | | | | |
| Truck transp; Couriers, msngrs | 484,492 | | | | | |
| Transit, ground pass transp | 485 | | | | | |
| Pipeline transportation | 486 | | | | | |
| Scenic, sightseeing transp; supp | 487-488 | | | | | |
| Warehousing, storage | 493 | | | | | |
| Publishing, exc Internet | 511 | | | | | |
| Motion picture, sound rec | 512 | | | | | |
| Internet serv, data proc, other | 516,518,519 | | | | | |
| Broadcasting, exc Int; Telecomm | 515,517 | | | | | |
| Monetary authorities, et al. | 521,522,525 | | | | | |
| Sec, comm contracts, inv | 523 | | | | | |
| Ins carriers, rel act | 524 | | | | | |

| | | | | | |
|---------------------------------------|---------|--|--|--|--|
| Real estate | 531 | | | | |
| Rental, leasing services | 532,533 | | | | |
| Prof, tech services | 54 | | | | |
| Mgmt of companies, enterprises | 55 | | | | |
| Administrative, support services | 561 | | | | |
| Waste mgmnt, remed services | 562 | | | | |
| Educational services | 61 | | | | |
| Ambulatory health care services | 621 | | | | |
| Hospitals | 622 | | | | |
| Nursing, residential care facilities | 623 | | | | |
| Social assistance | 624 | | | | |
| Performing arts, spectator sports | 711 | | | | |
| Museums et al. | 712 | | | | |
| Amusement, gambling, recreation | 713 | | | | |
| Accommodation | 721 | | | | |
| Food services, drinking places | 722 | | | | |
| Repair, maintenance | 811 | | | | |
| Personal, laundry services | 812 | | | | |
| Membership assoc, organ | 813 | | | | |
| Private households | 814 | | | | |
| State & Local Gov | NA | | | | |
| Federal Civilian | NA | | | | |
| Federal Military | NA | | | | |
| Farm | 111-112 | | | | |
| Total Number of New FTE by NAICS Code | | | | | |

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
THE BUSINESS LOAN FUND OF THE PALM BEACHES, 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 Loan Fund of the Palm Beaches, Inc.**, a non-profit corporation duly organized and authorized to do business in the State of Florida, having its principal office at 2110 N. Florida Mango, 2nd FL, West Palm Beach, Florida 33409, and its Federal Tax Identification Number as **59-3392460**, 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 Business Loan Fund of the Palm Beaches, Inc.**, desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **The Business Loan Fund of the Palm Beaches, Inc.** 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 Business Loan Fund of the Palm Beaches, Inc.**
- (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 sheet 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 **two hundred thousand dollars (\$200,000)**. 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 coverage and limits,

including endorsements, as described herein. The requirements contained herein as to types and limits, as well as COUNTY's review or acceptance of insurance maintained by the GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the GRANTEE under the Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The GRANTEE shall agree to 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 by COUNTY's Risk Management Department. The GRANTEE agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The GRANTEE shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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 agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The GRANTEE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The GRANTEE agrees this coverage shall be provided on a primary basis.

(4) ADDITIONAL INSURED

The GRANTEE shall agree to 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, c/o Economic Development Office". The GRANTEE shall agree that the Additional Insured endorsements provide coverage on a primary basis.

(5) CERTIFICATE OF INSURANCE

The GRANTEE shall agree to deliver to the COUNTY a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(6) RIGHT TO REVIEW & ADJUST

The GRANTEE shall agree that the COUNTY, by and through its Risk Management Department, in cooperation with EDO, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the life of this Agreement. The 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.

9. CONFLICT OF INTEREST

The GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the GRANTEE. Any possible conflict of interest on the part of the GRANTEE or its employees shall be disclosed in writing to EDO provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

10. CITIZEN PARTICIPATION

The GRANTEE will cooperate with EDO in the implementation of the Citizen Participation Plan by informing beneficiaries and the community of the activities the GRANTEE is undertaking in carrying out the provisions of this Agreement.

11. RECOGNITION

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

12. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and 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 the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits
- (2) 48 CFR Part 31
- (3) Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (4) The GRANTEE's Incorporation Certificate
- (5) The GRANTEE's Certificates of Insurance and Bonding

The GRANTEE shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

13. TERMINATION

In the event of termination, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for set-off purposes until such time as the exact amount of damages due to the COUNTY from the GRANTEE is determined.

A. Termination for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice of such termination or suspension of payments and specifying the effective date of termination or suspension. The GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO, within thirty (30) days of receiving the termination notice from the COUNTY.

B. Termination Due To Cessation: In the event the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the COUNTY specifies. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the COUNTY, and the GRANTEE, its successors or assigns in interest agrees to be bound by the COUNTY's determination. At the COUNTY's sole discretion, pursuant to this Section 13, the GRANTEE shall return all funds received through this Agreement to the COUNTY within sixty (60) days of receiving the termination notice from the COUNTY.

C. Termination for Convenience of County: The COUNTY may terminate this Agreement at any time by giving at least ten (10) working days notice in writing from the COUNTY to the GRANTEE. If this Agreement is terminated by the COUNTY as provided herein, the GRANTEE will be paid for allowable services and allowable expenses under Part II of this Agreement until the effective date of termination.

D. Termination for Convenience of the GRANTEE: The GRANTEE may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to EDO. If the GRANTEE has received funds through this Agreement, the GRANTEE shall return all funds to the COUNTY prior to the termination of this Agreement.

14. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. AMENDMENTS

The COUNTY may, at its discretion, amend this Agreement to conform with changes in Federal, State, County, or U.S. HUD 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 Palm Beach County 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.

16. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to EDO at its office at 301 N. Olive Avenue, 10th Floor, West Palm Beach, Florida 33401, and to the GRANTEE when delivered to its office at the address listed on Page Eight (8) of this Agreement.

17. INDEPENDENT AGENT AND EMPLOYEES

The GRANTEE agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

18. 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.

19. 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/business_operations/state_purchasing/vendor_information

20. COUNTERPARTS OF THE AGREEMENT

This Agreement, which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

21. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

22. 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.

23. 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.

24. JOB CREATION

In accordance with the GRANTEE's use of CDBG funds, all jobs must be created within twelve (12) months based on the following (see *Exhibit "A" for the agreed upon use of funds*):

All full time equivalent (FTE) jobs shall be created or retained during the Agreement time period. The Economic Development Office will monitor the creation and retention of all jobs.

25. 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., 10th Floor
West Palm Beach, Florida 33401
Phone (561) 355-3624
Fax (561) 355-6017

With a copy to:

Dawn S. Wynn, Esquire
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, Florida 33401

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

Laurence F. Davenport Jr., President/CEO
2110 N. Florida Mango, 2nd FL
West Palm Beach, Florida 33409
Phone (561) 478-2337
Fax (561) 478-2339

26. 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.

27. 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.

28. REGULATIONS; LICENSING REQUIREMENTS

GRANTEE and its subcontractors 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.

(The remainder of this page has been left blank intentionally.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has hereunto set its hand 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 L. 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 of the Palm Beaches, Inc.

By: _____
GRANTEE Representative
Print Name & Title

Signature

Witness Name

Signature

(CORPORATE SEAL)

H:\WPDATA\Economic Set Aside\2008-09\Contracts\BLF Contract CDBG 2008-2009 9-23-08.docx

EXHIBIT "A"

SCOPE OF SERVICES

I. The GRANTEE agrees to:

- A. Assist microenterprises defined as commercial enterprises that have five or fewer employees, one or more of whom owns the enterprise (24 CFR 570.3).
- B. Provide assistance and support services involving credit, loans and loan guarantees to owners of microenterprises and persons developing microenterprises located throughout Palm Beach County, including the Lake Region (Glades) (24CFR 570.201(o)(1)).
- C. Meet the complete the deliverables specified below for the following performance measures:

| Performance Measures | FY 2008-2009 DELIVERABLES |
|---|----------------------------|
| Return on Investment | Report based on REMI Model |
| Number of micro and small business loans | 40 |
| Total dollar amount of new loans approved | \$1,000,000 |
| Number of clients who received technical assistance | 300 |
| New full time equivalent jobs created | 40 |
| Lending capacity was increased by: | 10% |

National Objective

- D. Ensure that each activity assisted meets one of the following national objectives:
Low/Moderate Income Area Benefit, Low/Moderate Limited Clientele; Low/Moderate Income Jobs. (See chart depicted on Exhibit "C").
- E. Ensures that at least 51% of the jobs created or retained must be made available to or held by low- and moderate-income persons.
 - Where CDBG funds are used to carry out activities for the purpose of creating or retaining jobs, the requirement is met by aggregating the jobs created or retained by all microenterprises for which CDBG assistance is obligated for such activities during the contract period. (24 CFR 580.483)
 - Where the national objective is defined to be Low/Moderate Income Jobs, Jobs to be created must be created within one year of the receipt of funds. Where jobs are to be retained, the microenterprises assisted must prove the jobs are at risk of being lost if funding is not approved.
 - Certifies that it has met its responsibilities with respect to environmental protection. The GRANTEE shall complete the environmental review and clearance procedures of which the activity is a part, as set forth in 24 CFR Part 58.

Program Specific Requirements

- F. **JOB CREATION:** During the contract period, the GRANTEE shall provide business assistance that results in the businesses assisted creating **forty (40)** Full Time Equivalent (FTE) jobs, where 1 FTE = 2080 hours of employment per year or two or more job positions that together total 2,080 hours per year for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. The GRANTEE will request that assisted businesses register said jobs with and consider applicants referred by Palm Beach County Workforce Alliance. A sole proprietorship working full time, and partnerships with each partner working full time, may also be considered as FTEs.
- G. Of the **forty (40)** FTE jobs created by businesses assisted under this Agreement, at least 51% of the jobs will be held by low and moderate income persons, as most recently defined by HUD. See **Exhibit "C"**, unless updated information becomes available subsequently. Low- and moderate-income status is based on the person's income and household size at the time of hire and is not affected by subsequent raises or promotions.
- H. No more than forty-nine (49%) of the **forty (40)** FTE jobs may be located inside the HUD Entitlement Communities of West Palm Beach, Boynton Beach, Delray Beach and Boca Raton. For the GRANTEE which is located in an entitlement city, as defined by U.S. HUD, or serving beneficiaries countywide, at least fifty-one percent (51%) of the **forty (40)** FTE jobs assisted directly through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program.

- I. Maintain proper documentation to verify compliance with 24 CFR 570.901.
- J. Abide by HUD relevant CDBG guidance, and attend a CDBG guidance workshop offered by EDO.
- K. **SECURITY AGREEMENT:** To secure the grant amount, the GRANTEE hereby covenants and agrees for the period of the Agreement to comply with the Job Creation requirements. If for any reason the GRANTEE fails to comply with the Job Creation requirements, the GRANTEE shall repay the full value of this grant, unless otherwise specified by EDO. **The provisions of this clause shall survive the expiration of this Agreement.**
- L. **REPORTS:** The GRANTEE shall submit the reports listed below to EDO:

- 1) **Semi-annual and annual reports** shall be submitted during the term of this Agreement that describe the status of the activity funded under this Agreement. These reports (**Exhibit "D"**) shall be submitted no later than the following due dates for the completion of each reporting period.

| <u>Reporting Period</u> | <u>Due Date</u> |
|-------------------------------------|------------------|
| October 1, 2008 to March 31, 2009 | April 15, 2009 |
| April 1, 2009 to September 30, 2009 | October 15, 2009 |

- 2) **Job Creation** Written verification of contracted job creation, satisfactory to EDO at EDO's sole discretion. Verification shall include the following requirements: at least 51% of the FTE jobs created are low- and moderate-income, each employee's job title, salary, fringe benefits, full-time equivalency status, name and address of person hired, proof that said person is low- and moderate-income, and dates of employment. Said written verification shall be provided to EDO attached to the Semi-annual and Annual reports (**Exhibit "D"**) required pursuant to this Agreement. The forms, **Record of Hiring (Exhibit "E")** and the **Economic Forecast (Exhibit "F")** must be completed for each FTE employee hired that meets the contracted job requirement pursuant to this Agreement.
- 3) Written verification of location of job creation or residence of employee, satisfactory to EDO at EDO's sole discretion. Verification shall include showing at least 50% of the contracted FTE's have either the jobs created, or residence of the employee, located within the Palm Beach County entitlement area, and not within the entitlement communities of Boca Raton, Boynton Beach, Delray Beach and West Palm Beach. The **Record of Hiring form (Exhibit E)** must be completed for each FTE employee hired that meets the location criteria.
- 4) The GRANTEE and EDO agree that the frequency, type and due dates of all reports are at the sole discretion of the EDO and can be changed and altered as necessary by the EDO without written amendment to this Agreement.
- 5) **Balance Sheet/Financial Statement** Must be generated by an accounting firm from October 1, 2008 thru September 30, 2009 and attached to the annual report.
- 6) **Spreadsheet(s)** Describe ALL sources and uses for the Business Loan Fund Program for FY 2008 / 2009 attached to the annual report. This information should include amounts, percentages, interest income, interest payment and loan losses.

II. The COUNTY agrees to:

- A. **Provide up to two hundred thousand dollars (\$200,000)** in funding for the operation of the GRANTEE including but not limited to rent, salaries, phone, professional training, provision of technical assistance to businesses, and educational outreach to businesses. **Purchase of equipment or property will not be funded.**

GRANTEE Expenditures to include:

| | |
|----------------------|------------------|
| Personnel Services | \$160,670 |
| General Operations | \$ 28,220 |
| Contractual Expenses | \$ 5,000 |
| Office Supplies | \$ 5,110 |
| Client Outreach | <u>\$ 1,000</u> |
| | \$200,000 |

- B. Provide project administration and inspection to the GRANTEE to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the GRANTEE at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by EDO, be conducted by EDO staff or its subcontractors, and will serve to ensure that planned activities are conducted in a timely manner, to verify the accuracy of reporting to EDO on program activities and compliance with U.S. HUD regulations.

EXHIBIT "B"

LETTERHEAD STATIONERY

DATE:

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

FROM: Business Loan Fund of the Palm Beaches
2110 N. Florida Mango Rd., 2nd Floor
West Palm Beach, FL 33409
(561) 478-2337

SUBJECT: Reimbursement Request No.-
Contract No.-

=====

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.

Approved for Submission: _____

EXHIBIT "B.1"
Reimbursement Request

SUMMARY STATEMENT OF TOTAL PROJECT COSTS

| | |
|---|----------------|
| Agency: | |
| Address: | |
| Telephone: | |
| Contract#: | |
| Invoice Request #: | |
| Month/Year: | |
| | |
| Budget Category | Category Total |
| Salaries & Fringe Benefits | |
| Other Personal/Contractual Services | |
| Expenses | |
| Operating Capital Outlay | |
| Technical Assistance/Training for Staff | |
| Other | |
| | |
| Total Requested Amount | |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Date: _____

Sign _____
Executive Director

EXHIBIT "B.2"
Reimbursement Request-Detail Of Expenses

Agency:
Contract #:
Month/Year for Reimbursement:

Detail Of Salaries/Benefits

| Name of Employee | Job Title | Salary | Wages/Hr. | Health Insurance | Life Insurance | Retirement | FICA | Other (List) | Other (List) | Total Salary/Benefits Charged to Project |
|------------------------------|-----------|--------|-----------|------------------|----------------|------------|------|--------------|--------------|--|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Subtotal Salaries & Benefits | | | | | | | | | | |

Detail Of Other Expenses

| Vendor | Category/Description of Services | Date Paid | Check Number | Total Expenses Charged to Project |
|-------------------------|----------------------------------|-----------|--------------|-----------------------------------|
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| | | | | |
| Subtotal Other Expenses | | | | |
| Total | | | | |

EXHIBIT "C"

**ANNUAL INCOME LIMITS
FOR**

WEST PALM BEACH-BOCA RATON, FL
HUD METRO FAIR MARKET RENT AREA (HMFA)
Extracted from HUD Data, February 2008

FY 2008 MEDIAN FAMILY INCOME OF \$66,000

| Number of Persons in Household | CDBG Moderate Income 51-80% | CDBG Low Income 31-50% | CDBG Very Low Income <30% |
|---|--|-----------------------------------|---|
| 1 | \$38,750 | \$24,200 | \$14,550 |
| 2 | \$44,300 | \$27,700 | \$16,600 |
| 3 | \$49,800 | \$31,150 | \$18,700 |
| 4 | \$55,350 | \$34,600 | \$20,750 |
| 5 | \$59,800 | \$37,350 | \$22,400 |
| 6 | \$64,200 | \$40,150 | \$24,050 |
| 7 | \$68,650 | \$42,900 | \$25,750 |
| 8 | \$73,050 | \$45,650 | \$27,400 |

Source: www.huduser.org

EXHIBIT "D"

Economic Development Compliance Table

Subrecipient Name: _____

Please Note the Following:

- A job is considered to be Full Time if it provides 2,080 hours of employment per year (40 hour per week).

| Job Title | Employee Initials | Employee Zip Code | Date Hired | Salary at Time of Hire | Specify: Full Time (FT) or Part Time (PT) <u>And</u> number of hours per week | Low-Mod Income Employee (See Attached Chart) (Yes) or (No) | Present Employee (Yes) or (No) | Date Terminated (If Applicable) |
|-----------|----------------------|----------------------|------------|---------------------------|--|---|--------------------------------------|---------------------------------------|
| | | | | | | | | |
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| | | | | | | | | |

I certify this report to be accurate, based upon actual company records, which will be maintained for monitoring purposes, according to the terms of my funding agreement with Palm Beach County.

Printed name _____ Title _____ Signature _____ Date _____

EXHIBIT "E"

**Record of Employee Hiring for
HUD and Economic Development Compliance**

(Business Name)

Employee Name:

Employee Home Address and Parcel Control Number:

Employee Work Address and Parcel Control Number:

The first two digits of the 17 digit Parcel Control Number (PCN) xx-xx-xx-xx-xx-xxx-xxxx help to find out if the location is in or outside the Palm Beach County Entitlement area. If the first two digits of the PCN are 06 or 08 or 12 or 74, then the location is outside the Palm Beach County Entitlement area. The first two digits of the PCNs for the following cities are:

Boca Raton: 06

Boynton Beach: 08

Delray Beach: 12

West Palm Beach: 74

Job Title: _____

Salary: _____

Fringe Benefits: _____

Date of Hire: _____ Date of Termination: _____ Still Employed: YES or NO

Income Status at time of Hire: _____

Number of Persons in Household: _____ Family/Household Income: \$ _____

Identify documentation used to establish very-low, low and moderate income status at time of hire. Retain copies of that documentation in GRANTEE files for three (3) years for future COUNTY or Federal Audits.

Specify documentation: _____

EXHIBIT "F"

GRANT RECEPIENT: FY 2009

| | | Number of FTE equivalent | | | | |
|----------------------------------|-------------|--------------------------|------|------|------|---------|
| <u>NAICS Codes</u> | | 1stQ | 2ndQ | 3rdQ | 4thQ | FYTotal |
| Forestry et al. | 113-114 | | | | | |
| Agriculture | 115 | | | | | |
| Oil, gas extraction | 211 | | | | | |
| Mining (except oil, gas) | 212 | | | | | |
| Support activities for mining | 213 | | | | | |
| Utilities | 22 | | | | | |
| Construction | 23 | | | | | |
| Wood product mfg | 321 | | | | | |
| Nonmetallic mineral prod mfg | 327 | | | | | |
| Primary metal mfg | 331 | | | | | |
| Fabricated metal prod mfg | 332 | | | | | |
| Machinery mfg | 333 | | | | | |
| Computer, electronic prod mfg | 334 | | | | | |
| Electrical equip, appliance mfg | 335 | | | | | |
| Motor vehicle mfg | 3361-3363 | | | | | |
| Transp equip mfg. exc. motor veh | 3364-3369 | | | | | |
| Furniture, related prod mfg | 337 | | | | | |
| Miscellaneous mfg | 339 | | | | | |
| Food mfg | 311 | | | | | |
| Beverage, tobacco prod mfg | 312 | | | | | |
| Textile mills | 313 | | | | | |
| Textile prod mills | 314 | | | | | |
| Apparel mfg | 315 | | | | | |
| Leather, allied prod mfg | 316 | | | | | |
| Paper mfg | 322 | | | | | |
| Printing, rel supp act | 323 | | | | | |
| Petroleum, coal prod mfg | 324 | | | | | |
| Chemical mfg | 325 | | | | | |
| Plastics, rubber prod mfg | 326 | | | | | |
| Wholesale trade | 42 | | | | | |
| Retail trade | 44-45 | | | | | |
| Air transportation | 481 | | | | | |
| Rail transportation | 482 | | | | | |
| Water transportation | 483 | | | | | |
| Truck transp; Couriers, msngrs | 484,492 | | | | | |
| Transit, ground pass transp | 485 | | | | | |
| Pipeline transportation | 486 | | | | | |
| Scenic, sightseeing transp; supp | 487-488 | | | | | |
| Warehousing, storage | 493 | | | | | |
| Publishing, exc Internet | 511 | | | | | |
| Motion picture, sound rec | 512 | | | | | |
| Internet serv, data proc, other | 516,518,519 | | | | | |
| Broadcasting, exc Int; Telecomm | 515,517 | | | | | |
| Monetary authorities, et al. | 521,522,525 | | | | | |
| Sec, comm contracts, inv | 523 | | | | | |
| Ins carriers, rel act | 524 | | | | | |

| | | | | | |
|---------------------------------------|---------|--|--|--|--|
| Real estate | 531 | | | | |
| Rental, leasing services | 532,533 | | | | |
| Prof, tech services | 54 | | | | |
| Mgmnt of companies, enterprises | 55 | | | | |
| Administrative, support services | 561 | | | | |
| Waste mgmnt, remed services | 562 | | | | |
| Educational services | 61 | | | | |
| Ambulatory health care services | 621 | | | | |
| Hospitals | 622 | | | | |
| Nursing, residential care facilities | 623 | | | | |
| Social assistance | 624 | | | | |
| Performing arts, spectator sports | 711 | | | | |
| Museums et al. | 712 | | | | |
| Amusement, gambling, recreation | 713 | | | | |
| Accommodation | 721 | | | | |
| Food services, drinking places | 722 | | | | |
| Repair, maintenance | 811 | | | | |
| Personal, laundry services | 812 | | | | |
| Membership assoc, organ | 813 | | | | |
| Private households | 814 | | | | |
| State & Local Gov | NA | | | | |
| Federal Civilian | NA | | | | |
| Federal Military | NA | | | | |
| Farm | 111-112 | | | | |
| Total Number of New FTE by NAICS Code | | | | | |

Document: