

I. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Grant Expenditure	<u>60,000</u>	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (PBC)	_____	_____	_____	_____	_____
In-Kind Match (PBC)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>60,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Proposed Budget? Yes x No

Budget Account No: Fund 1539 Department 764 Unit 1022 Object 8201

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

Source of \$60,000 is the BBIC Fund account 1539-764-1022-8201.

C. Departmental Fiscal Review:

[Signature] 9/1/09

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 9/1/09
OFMB
9/3/09 9/10/09 9/1/09

[Signature] 9/9/09
Contract Administration

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 9/10/09
Senior Assistant County Attorney

C. Other Department Review:

Department Director

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

A GRANT AGREEMENT BETWEEN

PALM BEACH COUNTY

AND

THE PALM BEACH COUNTY BLACK BUSINESS INVESTMENT CORPORATION (BBIC)

THIS Grant Agreement, entered into this _____ day of _____, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and The Palm Beach County Black Business Investment Corporation (BBIC), a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 2001 Broadway, Suite 250, Riviera Beach, FL 33404, hereinafter referred to as the "GRANTEE", whose Federal I.D. number is 592829862.

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

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

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

Recitals

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

**PART I
TERMS OF THE AGREEMENT**

Scope of Services

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

Effective Date and Term

The effective date of this Agreement shall be the 1st day of October, 2009. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30th day of September, 2010.

Grant Amount

The GRANTEE will be eligible for a grant amount not to exceed **\$60,000 (sixty thousand dollars)**, which shall be payable in accordance with the terms of this Agreement and the eligible expenses outlined in Exhibit "A." Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

Performance Period

The GRANTEE shall have twelve (12) months from the effective date of this Agreement to fulfill the obligations as scheduled in Exhibit "A." Said services shall be performed in a manner satisfactory to COUNTY. **In any event, all services required hereunder shall be completed by the GRANTEE no later than September 30, 2010.**

Eligible Reimbursements

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

Method of Payment

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

however, exceed 1/12th of the total Agreement amount or \$5,000. However, incremental billings for partially completed items are permitted as long as the total billings do not exceed the estimated percentage of completion as of the billing date.

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

Budget Changes

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

Conditions on which Payment is Contingent

A. **Financial Accountability**

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

B. **Subcontracts**

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

C. **Reports**

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

D. **Prior Written Approvals**

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

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

PART II GENERAL CONDITIONS

Opportunities for Residents and Civil Rights Compliance

The GRANTEE agrees that no person shall, on the grounds of race, color, disability, national origin, religion, age, familial status, sex, sexual orientation, or 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, low-income residents of the COUNTY shall be given opportunities for training and employment; and to the greatest extent feasible, businesses located in or owned by persons residing in the COUNTY shall be awarded contracts in connection with this Grant.

Opportunities for Small and Minority/Women-Owned Business Enterprises

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

opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in and/or owned by residents of Palm Beach County.

Contract Documents

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

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

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

Federal and State Tax

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

Governing Law and Venue

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

Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

Construction of Agreement

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based on who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Recognition

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

No Forfeiture

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

Default

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

Failure to Comply

If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.

Waiver

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Termination

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

Amendments

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

Personnel

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

Evaluation and Monitoring

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

Insurance

GRANTEE shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. GRANTEE shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by GRANTEE are not

intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under this Agreement.

A. ***Commercial General Liability***

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

B. ***Business Automobile Liability***

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

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

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

D. ***Additional Insured***

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

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

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

F. ***Right to Review***

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

Indemnification

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the GRANTEE.

Successors and Assigns

The COUNTY and the GRANTEE each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the GRANTEE shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the GRANTEE.

Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Conflict of Interest

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

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

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

Excusable Delays

The GRANTEE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the GRANTEE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Arrears

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

Independent Contractor Relationship

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

Access and Audits

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

this section for the purpose of inspection or audit during normal business hours, at the GRANTEE's place of business.

Non Discrimination

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, gender identity or expression, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Public Entity Crimes

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

Availability of Funds

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

County Funded Programs

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

Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

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

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

With a copy to:

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

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

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

Entirety of Contractual Agreement

The COUNTY and the GRANTEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified,

superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article - Modifications of Work.

Criminal History Records Check

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (“Ordinance”), if GRANTEE’s employees or subcontractors are required under this contract to enter a “critical facility” (if applicable) as identified in Resolution R-2003-1274. The GRANTEE acknowledges and agrees that all employees and subcontractors who are to enter a “critical facility” will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

Regulations; Licensing Requirements

GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. GRANTEE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has hereunto set its hand and seal the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

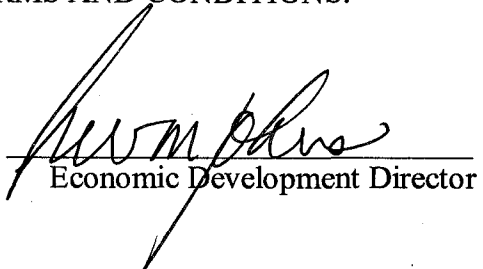
By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

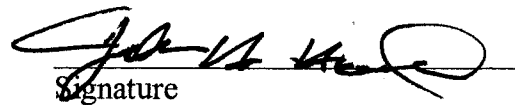
APPROVED AS TO
TERMS AND CONDITIONS:

By: 
Senior Assistant County Attorney

By: 
Economic Development Director

GRANTEE:
PBC Black Business Investment Corporation (BBIC)

By: John Howard, President
President


Signature

(CORPORATE SEAL)

WITNESS:

Witness Name

Signature

EXHIBIT A

SCOPE OF SERVICES

BLACK BUSINESS INVESTMENT CORPORATION PROGRAM OBJECTIVES

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

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

PERFORMANCE MEASURES	DELIVERABLES
Total Amount in Business Loans Approved by Banks	\$900,000
Number of Clients Served	270
Number of New Full-Time Jobs Created and Retained	50
Number of Loans	5

BUDGET AND ELIGIBLE EXPENSES

The COUNTY agrees to provide technical assistance to ensure that the GRANTEE will be in compliance with applicable State, Federal and COUNTY regulations and this Agreement, and to provide funding totaling \$60,000 as specified in the following eligible expenses:

EXPENDITURES	BUDGET
Salaries & Benefits	50,000
Payroll Taxes	5,000
Rent	5,000
TOTAL	\$60,000

EXHIBIT B

LETTERHEAD STATIONERY

DATE:

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

FROM: Name of GRANTEE
Address
Telephone

SUBJECT: Reimbursement Request No.-
Contract No.-

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

Signature

**EXHIBIT C
REPORTING FORM**

Date _____

Signature _____

Reporting Period: _____ Quarter

PART I FINANCIAL INFORMATION

	FISCAL YEAR 2010				
	1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.	Year-to-Date
	October 1 to December 31	January 1 to March 31	April 1 to June 30	July 1 to September 30	FY 2010
FINANCE SOURCES					
City/County/State/Federal Governments					
University /Colleges					
Community organizations					
For-profit org. / Financing institutions					
Other (specify)					
TOTAL					

PART II PERFORMANCE OUTCOME

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

PERFORMANCE MEASURES	GOAL 2010	FISCAL YEAR 2010				
		OCT. 1 TO DECEMBER 31	JANUARY 1 TO MARCH 31	APRIL 1 TO JUNE 30	JULY 1 TO SEPTEMBER 30	YTD FY 2010
Number of bank loans for existing businesses and						
Amount approved						
Number of bank loans for start-up businesses and						
Amount approved						
Total No. bank loans approved and	5					
Total loan amount	\$900,000	\$	\$	\$	\$	\$
Amount of loan guarantees provided to existing businesses .						
Amount of loan guarantees provided to start-up businesses .						
Total amount of loan guarantees		\$	\$	\$	\$	\$
No. loans that defaulted						
Amount of loan guarantee loss		\$	\$	\$	\$	\$
No. Clients assisted	270					
No. Jobs created and/or retained	50					

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

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

FROM

CERTIFICATE OF INSURANCE



This certifies that

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

insures the following policyholder for the coverages indicated below.

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

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

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
98-76-5741-6 B	Comprehensive Business Liability	01/11/09	01/11/10	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 500,000 General Aggregate \$ 1,000,000 Products - Completed Operations Aggregate \$ 1,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
	Workers' Compensation and Employers Liability	Effective Date	Expiration Date	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
		Effective Date	Expiration Date	
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
		Effective Date	Expiration Date	(at beginning of policy period)

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

Name and Address of Certificate Holder
 ADDITIONAL INSURED

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

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

Juan Williams
 Signature of Authorized Representative
 AGENT _____ Date 09/09/2009
 Title _____
 JUAN J. WILLIAMS
 Agent Name _____
 Telephone Number 561-881-7211

Agent's Code Stamp
 Agent Code 2435
 AFO Code 595

BBIC

**Palm Beach County
Black Business Investment Corporation**
2001 Broadway, Suite 210, Riviera Beach, Florida 33404 (561) 845-8055

- Bank of America
- SunTrust Bank
- Wachovia Bank
- First National Bank & Trust Company
- Colonial Bank
- Bankers Trust
- National City
- Grand Bank & Trust
- Northern Trust
- Beach Bank
- Riverside National Bank
- Indian River Federal Savings Bank
- American Bank of Martin County
- JP Morgan/Chase
- PNC Bank
- Citrus Bank of Vero Beach
- Port St. Lucie National Bank
- Enterprise National Bank
- U.S. Trust Company
- Regions Bank

September 8, 2009

Ms. Munroe Harlow
Economic Development Officer
Palm Beach County
P.O. Box 1989
West Palm Beach, Florida 33402

Dear Ms. Harlow,

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

Sincerely,


John H. Howard
President



RENEWAL

POLICY DECLARATIONS

Policy Number: 519 17 36

Account: DISCOVER CARDMEMBERS

Insurer: National Union Fire Ins Company of Pittsburgh, PA

The Policy Period Begins and Ends at 12:01 A.M.

Standard Time From 08/01/09 To 02/01/10

Effective Date of Change: 08/01/09

Named Insured

Customer Service Center:

21st CENTURY INSURANCE
3 BEAVER VALLEY ROAD
P.O. BOX 15510
WILMINGTON, DE 19850-5510

POLICY SERVICE: To make a change to your policy call 1-800-672-9569

CLAIMS: Call anytime to report an accident or loss 1-888-244-6163

ST: 09 CO: 0033 ACCT: 00011056

DESCRIPTION OF YOUR COVERED AUTO(S):

Table with columns: AUTO, TERR, SYMBOL, AGE, YR, MAKE-MODEL, SERIAL NUMBER, CLASS. Contains details for LEXUS LS 430 and CHRYSLER 300 LX.

COVERAGE IS ONLY PROVIDED WHERE A SPECIFIC PREMIUM CHARGE IS SHOWN

Table with columns: COVERAGE, LIMITS OF LIABILITY, AUTO 1, AUTO 2. Lists various coverages like Bodily Injury, Property Damage, Personal Injury Protection, etc.

Florida Hurricane Catastrophe Fund Assessment (1% of total policy premium)

*** THIS IS NOT A BILL ***

TOTAL FULL TERM PREMIUM

\$ 1,632.16

Handwritten signature

Authorized Company Representative (where required)

WE LOOK FORWARD TO CONTINUING YOUR AUTOMOBILE COVERAGE AT THIS RENEWAL.

THANK YOU!



RENEWAL

POLICY DECLARATIONS

Account: DISCOVER CARDMEMBERS

Policy Number: 519 17 36

Insurer: National Union Fire Ins Company of Pittsburgh, PA

The Policy Period Begins and Ends at 12:01 A.M.

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Effective Date of Change: 08/01/09

POLICY SERVICE: To make a change to your policy call 1-800-672-9569

CLAIMS: Call anytime to report an accident or loss 1-888-244-6163

DRIVER NAME	LICENSE NUMBER	BIRTH DATE
JOHN HOWARD		
CHRISTINE HOWARD		

ENDORSEMENTS:

GLBA 11-04	BJP 8054 105r	AU FL01a 0904	AU FL46 0607
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DISCOUNTS:

Auto 1, 2 - Air Bag Discount	Auto 1, 2 - Auto Anti-Theft Devices
Auto 1, 2 - Anti-Lock Brake Discount	Multiple Autos Insured
Homeowner Discount	



06/02/09

Auto Policy Number: 519 17 36

JOHN HOWARD
CHRISTINE HOWARD
626 CLEAR LAKE AVE
WEST PALM BEACH, FL 33401

Thank you for the opportunity to insure your automobile(s). Please review the enclosed renewal policy materials:

- **ID Cards** - Be sure to replace the insurance ID Cards in your vehicle(s) with the enclosed cards on your renewal effective date.
- **Policy Declarations** - This page provides a handy summary of your coverage.
- **Coverage Selection Forms** - We recognize that your insurance needs may change over time. If you wish to make any changes to your coverage, please complete and sign the enclosed Coverage Selection Forms.

If you have any questions, visit us online at 21st.com where you can pay your bill, make changes to your policy or report a claim. It's easy to use and available whenever you need it.

At 21st Century Insurance, our customers are our top priority and we strive to exceed your expectations. We know you have choices when it comes to insurance providers and appreciate you choosing 21st Century Insurance.

Sincerely,

Mike Boyd
Vice President

****Please note: Important information regarding your policy renewal may appear on the next page.***

Reporting a Claim? 1-888-244-6163

Need a Tow? Call the Security Advantage Hotline:
1-800-381-5407

Need to make a payment? Call our Automated Payment Center:
1-888-437-3870
or visit 21st.com





STATE FARM INSURANCE COMPANIES

State Farm Florida Insurance Company

7401 Cypress Gardens Blvd.
Winter Haven, FL 33888-0007

V-19-2435-F595 U F

BLACK BUSINESS INVESTMENT CORP
2001 BROADWAY STE 250
RIVIERA BEACH FL 33404-5612

BALANCE DUE NOTICE

POLICY NUMBER 98-76-5741-6	
Business- Office Policy JAN 11 2009 to JAN 11 2010	
DATE DUE	PLEASE PAY THIS AMOUNT
JAN 11 2009	\$337.13

Location: 2001 BROADWAY STE 250
RIVIERA BEACH FL
33404-5612

*PAID
337.13
11/3/08
J*

Important Message(s)

Agent JUAN WILLIAMS
Telephone (561) 881-7211

68 3501 6705

See reverse side for address changes.
Please keep this part for your record.
Prepared OCT 17 2008



STATE FARM INSURANCE COMPANIES

State Farm Florida Insurance Company

7401 Cypress Gardens Blvd.
Winter Haven, FL 33888-0007

V-19-2435-F595 U F

BLACK BUSINESS INVESTMENT CORP
2001 BROADWAY STE 250
RIVIERA BEACH FL 33404-5612

BALANCE DUE NOTICE

POLICY NUMBER	98-76-5741-6
Business - Office Policy JAN 11 2009 to JAN 11 2010	
DATE DUE	PLEASE PAY THIS AMOUNT
JAN 11 2009	\$337.13

Location: 2001 BROADWAY STE 250
RIVIERA BEACH FL
33404-5612

Important Message(s)

Agent: JUAN WILLIAMS
Telephone: (561) 881-7211

68 3501 6705

See reverse side for address changes.
Please keep this part for your record.
Prepared OCT 17 2008

MOVING? PLEASE SEE REVERSE SIDE.

V-2435-F595



INSURED	BLACK BUSINESS INVESTMENT CORP	
POLICY NUMBER	98-76-5741-6	BUSINESS-OFFICE

Provide Loan No. Below.

PLEASE RETURN THIS PART WITH YOUR CHECK MADE PAYABLE TO STATE FARM.	
DATE DUE	PLEASE PAY THIS AMOUNT
JAN 11 2009	\$337.13

Please contact your State Farm Agent if you have any questions about your policy.

1909902109
Insurance Support Center
P.O. Box 588002
North Metro, GA 30029-8002



(01f3091)

OR OFFICE USE ONLY

Prepared: OCT 17 2008
E * 88,G8

REB

FIRE BAL DUE	\$337.13	0210
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7401 Cypress Gardens Blvd.
Winter Haven, FL 33888-0007

V-19- 2435-F595 U 3 F

001810
BLACK BUSINESS INVESTMENT CORP
2001 BROADWAY STE 250
RIVIERA BEACH FL 33404-5612

Location: 2001 BROADWAY STE 250
RIVIERA BEACH FL
33404-5612

Mortgagee: BANK OF AMERICA
ITS SUCCESSORS AND/OR ASSIGNS

Loan No: N/A-Print on Paystub

Forms, Options, and Endorsements

Special Form 3	FP-6153
Amendatory Endorsement	FE-6210.3
Tree Debris Removal	FE-6451
Business Policy Endorsement	FE-6464
Glass Deductible Deletion	FE-6538.1
Additional Insured Endorsement	* FE-6494
Windstorm Hail Exclusion	FE-6581
Additional Insured	* FE-6324
Products/Operations Liab Excl	FE-6312
Advertising Injury Excl	FE-6345
Personal Injury Exclusion	FE-6346
Testing/Consulting E&O Excl	FE-6510

*Effective: JAN 11 2009

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY NUMBER	98-76-5741-6
Business- Office Policy JAN 11 2009 to JAN 11 2010	
DATE DUE	SEE BALANCE DUE NOTICE
JAN 11 2009	\$337.13
Coverages and Limits	
Section I	
A Buildings	Excluded
B Business Personal Property	15,900
C Loss of Income	Actual Loss
Deductibles - Section I	
Basic	500
Other deductibles may apply - refer to policy	
Section II	
L Business Liability	\$500,000
M Medical Payments	5,000
Gen Aggregate (Other than PCO)	1,000,000
Products-Completed Operations (PCO Aggregate)	Excluded
Annual Premium	\$129.00
Forms, Opts, & Endrmnt	188.00
Bus Liability - Cov L	8.00
FL EMPA Fund Surcharge	4.00
FL Trust Fund Surchg	.33
FHCF Assessment	3.25
2005 Citizens EM Asmt	4.55
Amount Due	\$337.13
Premium Reductions	
Renewal Year Discount	
Yrs in Business Discount	
Enclosed Building	
Sprinkler Discount	
Claim Record Discount	
Cov. A - Inflation Index:	N/A
Cov. B - Consumer Price:	220.0

Thanks for letting us serve you...

Agent JUAN WILLIAMS

If you have moved, please contact your agent.
See reverse side for important information.



7401 Cypress Gardens Blvd.
Winter Haven, FL 33888-0007

001610

V-19- 2435-F595 U 3 F

BLACK BUSINESS INVESTMENT CORP
2001 BROADWAY STE 250
RIVIERA BEACH FL 33404-5612

POLICY NUMBER	98-76-5741-6
Business- Office Policy JAN 11 2009 to JAN 11 2010	
DATE DUE	SEE BALANCE DUE NOTICE
CONTINUED	

Forms, Options, and Endorsements

Fungus (Including Mold) Excl	FE-6566
Subcontractor Pd Exclusion	FE-6598
Amendatory Collapse	FE-6839
Inc Cost and Demolition Cov	FE-6587
Policy Endorsement - Business	FE-6610
Dist Mat Violat Statues Excl	FE-6655
Policy Endorsement	FE-6656
Sinkhole Cat Grnd Cvr Coll Cov	* FE-6668
Building Coverage for Tenants	* FE-6859
Terrorism Insurance Coverage	* FE-6999.1

*Effective: JAN 11 2009



IMPORTANT NOTICE . . . Reduction in Coverage

Effective with this renewal, endorsement **FE-6668** titled **SINKHOLE AND CATASTROPHIC GROUND COVER COLLAPSE**, is being added to your policy to comply with recent changes in Florida law.

This notice provides only a summary of the changes being made to your policy. Please read your new endorsement thoroughly, and note the following changes.

- The sinkhole collapse peril is changed to require structural damage to the building and now includes definitions of sinkhole, sinkhole loss, and sinkhole activity; **this is a reduction in coverage.**
- A new peril, Catastrophic Ground Cover Collapse as defined, has been added; **this is a broadening of coverage.**
- **SECTION I – LOSSES INSURED AND LOSSES NOT INSURED**, under **SECTION I – LOSSES NOT INSURED**, Item 1.b. Earth Movement is changed to incorporate the use of the definitions listed above.
- The Section I Condition, Valuation, is changed to describe how a sinkhole loss will be settled.

The new endorsement follows this notice. Please read it thoroughly and keep it with your policy.

This notice is provided for informational purposes only and does not change, modify or invalidate any of the provisions, terms or conditions of your policy or applicable endorsements. If you have any questions, please contact your State Farm® agent.

FE-6668

SINKHOLE AND CATASTROPHIC GROUND COVER COLLAPSE COVERAGES

Under "Specified Cause of Loss" on page 1 of the policy:

- Item 10. sinkhole collapse is replaced by the following:
 - sinkhole collapse, meaning settlement or collapse of earth resulting from a "sinkhole", but only if there is structural damage to the building caused by "sinkhole activity".
"sinkhole" means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A "sinkhole" may form by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
"sinkhole activity" means settlement or systematic weakening of the earth supporting such property only when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on limestone or similar rock formations.
- The following cause is added:

catastrophic ground cover collapse meaning geological activity that results in all the following:

 - the abrupt collapse of the ground cover;
 - a depression in the ground cover clearly visible to the naked eye;
 - structural damage to the building, including the foundation; and
 - the insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

Catastrophic ground cover collapse does not include structural damage consisting merely of the settling or cracking of a foundation, structure, or building.

SECTION I LOSSES INSURED AND LOSSES NOT INSURED

Under **SECTION I – LOSSES NOT INSURED**, item 1.b. is replaced by the following:



IMPORTANT NOTICE . . . About a change to your coverage

Effective with this renewal, **BUILDING COVERAGE FOR TENANTS** endorsement, **FE-6859**, is added to your policy.

This notice provides only a summary of the change made by the new endorsement. Please read the endorsement thoroughly and note the following change:

Under **COVERAGE B – BUSINESS PERSONAL PROPERTY** your policy now covers property as described in **COVERAGE A – BUILDINGS**, if you are responsible for the property under your lease or rental agreement, and there is no **COVERAGE A – BUILDING** limit listed on the Declarations Page of your policy.

Endorsement **FE-6859** follows this notice; please keep it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is provided for informational purposes only and does not change, modify or invalidate any of the provisions, terms or conditions of your policy and applicable endorsements.

FE-6859

BUILDING COVERAGE FOR TENANTS

SECTION I PROPERTY COVERAGES

Under **COVERAGE B – BUSINESS PERSONAL PROPERTY** item 3. is replaced by the following:

3. tenant's improvements and betterments, meaning:
 - a. fixtures, alterations, installations or additions:
 - (1) made a part of the building or structure you occupy but do not own; and
 - (2) you acquired or made at your expense but cannot legally remove;
 - b. property as described in **COVERAGE A – BUILDINGS**, if you are a tenant and no limit of insurance is shown in the Declarations for **COVERAGE A – BUILDINGS**. The property must be your insurance responsibility according to the terms of your lease or rental agreement.

Item a.(3) under **Valuation** of **SECTION I – CONDITIONS** does not apply to paragraph 3.b. above.

All other policy provisions apply.

FE-6859



553-2770 FL

IMPORTANT INFORMATION . . .

Catastrophic Ground Cover Collapse Coverage Offer

Your State Farm® policy currently provides Sinkhole coverage, which includes coverage for catastrophic ground cover collapse. Recent Florida legislation requires that we provide you with the option to purchase Sinkhole coverage, or for a premium reduction, Catastrophic Ground Cover Collapse coverage only.

Your policy is being billed with Sinkhole coverage; however, if you want the reduced coverage provided by Catastrophic Ground Cover Collapse only, you may contact your State Farm agent to make the change.

Please keep in mind that selecting the Catastrophic Ground Cover Collapse coverage option will reduce your premium, but will also remove coverage for sinkhole losses.

If you have any questions about your coverage, please contact your State Farm agent.

553-2770 FL (12/07)

553-2658 FL

IMPORTANT NOTICE

Florida Hurricane Catastrophe Fund (FHCF) Assessment

Due to the unprecedented hurricane seasons of 2004 and 2005, the Florida Hurricane Catastrophe Fund (FHCF) has nearly exhausted its reserves. As allowed by Florida law, the FHCF is levying an emergency assessment on premiums written on property and casualty risks located in the State of Florida. The assessment is effective on 1-1-2007 for all new and renewal policies.

If your premium includes the Florida Hurricane Catastrophe Fund assessment, your Balance Due Notice or Declarations Page will indicate "FHCF" along with the amount assessed.

If you have any questions about the surcharge, please contact your State Farm® agent.

553-2658 FL (C) (9/06)



0309

FE-6324
(7/88)

**ADDITIONAL INSURED ENDORSEMENT
(Owners, Lessees or Contractors (Form B))**

Policy No.: 98-76-5741-6

Named Insured:
BLACK BUSINESS INVESTMENT CORP
2001 BROADWAY STE 250
RIVIERA BEACH FL 33404-5612



Name of Person or Organization:
PALM BEACH COUNTY
PO BOX 1989
WEST PALM BEACH FL 33402-1989

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the person or organization shown above, but only with respect to their liability arising out of **your work** for that insured by or for you.



0300

FE-6324
(7/88)

**ADDITIONAL INSURED ENDORSEMENT
(Owners, Lessees or Contractors (Form B))**

Policy No.: 98-76-5741-6

Named Insured:
BLACK BUSINESS INVESTMENT CORP
2001 BROADWAY STE 250
RIVIERA BEACH FL 33404-5612



Name of Person or Organization:

PALM BEACH COUNTY
PO BOX 1989
WEST PALM BEACH FL 33402-1989

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the person or organization shown above, but only with respect to their liability arising out of **your work** for that insured by or for you.



FE-6494
(5/91)

**ADDITIONAL INSURED ENDORSEMENT
Managers or Lessors of Premises**

Policy No.: 98-76-5741-6

Named Insured:
BLACK BUSINESS INVESTMENT CORP
2001 BROADWAY STE 250
RIVIERA BEACH FL 33404-5612



Name of Person or Organization:
PALM BEACH COUNTY
C/O ECONOMIC DEV OFFICE
301 N OLIVE AVE OFC
WEST PALM BEACH FL 33401-4700

Designation of Premises:
SEE DECLARATIONS PAGE

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the person or organization shown above, but only with respect to their liability arising out of the ownership, maintenance or use of the premises leased to you and designated above.

This insurance does not apply to:

1. any occurrence which takes place after you cease to be a tenant in that premises; or
2. structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown above.



FE-6494
(5/91)

**ADDITIONAL INSURED ENDORSEMENT
Managers or Lessors of Premises**

Policy No.: 98-76-5741-6

Named Insured:
BLACK BUSINESS INVESTMENT CORP
2001 BROADWAY STE 250
RIVIERA BEACH FL 33404-5612



Name of Person or Organization:
PALM BEACH COUNTY
C/O ECONOMIC DEV OFFICE
301 N OLIVE AVE OFC
WEST PALM BEACH FL 33401-4700

Designation of Premises:
SEE DECLARATIONS PAGE

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the person or organization shown above, but only with respect to their liability arising out of the ownership, maintenance or use of the premises leased to you and designated above.

This insurance does not apply to:

1. any occurrence which takes place after you cease to be a tenant in that premises; or
2. structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown above.